orm PTO-1594 (Rev. 07/05)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FORM COVER SHEET  TRADEMARKS ONLY  To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
Maynards Industries, Ltd.	Additional names, addresses, or citizenship attached?
	Name: Contract Connection, Inc.
□ Individual(e) □ Association	Internal Address:
☐ Individual(s) ☐ Association ☐ Limited Partnership	Street Address: 2851 Polk Street
✓ Corporation- State: Canada	City: Hollywood
Other	State: FL
Citizenship (see guidelines)	Country: USA Zip: 33020
Additional names of conveying parties attached? Tyes 🗹 No	
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s) April 12, 2006	Limited Partnership Citizenship
✓ Assignment	Corporation Citizenship Florida.
	Other Citizenship If assignee is not domiciled in the United States, a domestic
Security Agreement Change of Name  Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
A. Trademark Application No.(s)	2,295,600  Additional sheet(s) attached? Yes V No
C. Identification or Description of Trademark(s) (and Filing WOW      S. Name & address of party to whom correspondence	
concerning document should be mailed:  Name: Christopher J. Bischoff	registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
	Authorized to be charged by credit card
Street Address: 1731 Central Street	Authorized to be charged to deposit account  Enclosed
City: Evanston	8. Payment Information:
State: <u>  </u> Zip: <u>60201</u>	a. Credit Card Last 4 Numbers 1001 Expiration Date 11/08
Phone Number: 847-491-9800	b. Deposit Account Number
Fax Number: 847-491-9801	Authorized User Name
Email Address: chris@trademarksearch.com	
9. Signature: Signature Signature	4 - 26 - 06 Date
CHRISTOPHER J. BISCHOFF	Total number of pages including cover 5
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003298 FRAME: 0763

## TRADEMARK ASSIGNMENT Exhibit A

This Assignment is executed contemporaneously with the execution of a Trademark Assignment, dated as of April 12, 2006 ("**Trademark Assignment**"), between Maynards Industries, Ltd., a corporation incorporated under the laws of the Province of Ontario in the country of Canada (referred to in this Agreement as the "Assignor"), and Contract Connection Inc., a corporation organized under the laws of the state of Florida (the "Assignee")., and shall be attached to said Trademark Assignment as Exhibit A.

## RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark WOW, and to U.S. Trademark Registration 2,295,600 together with the entire goodwill of the business symbolized thereby (the "Trademarks").

WHEREAS, Assignee wishes to acquire the Trademarks, and the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks.

## **CLAUSES**

For consideration payable upon execution, (Bischoff & Associates check number 2473), the receipt and sufficiency of which Assignor specifically acknowledges, Assignor unconditionally assigns, conveys, transfers and sells Assignor's entire right, title and interest in and to the Trademarks, together with the entire goodwill of the business symbolized thereby to Assignee, and the parties further agree as follows:

- transfers, sells, alienates and assigns to Assignee, for and throughout the United States and worldwide to the extent Assignor owns any worldwide rights), Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademarks, together with the entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office or any other trademark office or authority; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Trademarks together with the entire goodwill of the business symbolized thereby. Assignee hereby accepts said assignment
- 2. <u>No Retained Rights.</u> The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, or other intellectual property right or any right, title or interest whatsoever in the Trademarks, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Trademarks upon execution constitute the sole and exclusive property of Assignee.

TRADEMARK REEL: 003298 FRAME: 0764

- 3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Trademarks as set forth in this Trademark Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Trademark Assignment, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.
- **4. Authorization.** Assignor represents and warrants that they have full power and authority: (i) to enter into this Trademark Assignment; (ii) to grant, convey, transfer, sell, or assign to Assignee, any and all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Trademark Assignment. Assignors further represent and warrant that they have taken all corporate actions necessary to authorize the preceding.
- by actual delivery of the notice into the hands of the party entitled to receive it, in which case notice shall be deemed given when delivered; (ii) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed given four (4) days from the date of its mailing; (iii) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given on the date next succeeding the date of its transmission; or (iv) by Facsimile or other telephonic or fibre optic transmission of written characters resulting in hard copy being received by the notified party, in which case the notice shall be deemed given as of the date it is sent. All notices which concern this Assignment shall be addressed as follows:

To Assignor:	To Assignee:
Maynards Industries, Ltd.	Contract Connection Inc.
1032 Martin Grove Road	2851 Polk Street
Toronto, Ontario M9W4W1	Hollywood, Florida 33020
Attn: Larry Suzuki	Attn: Mike Krohn / Todd Krohn

- **6. Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. The terms of this Trademark Assignment shall govern if there is any conflict between this Trademark Assignment and any other written instrument which concerns or affects the subject matter of this Trademark Assignment.
- 7. <u>Complete Understanding</u>. This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.
- 8. Applicable Law. The laws of the state of Illinois (without regard to its conflicts of law principles) will govern all aspects of this Trademark Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Trademark Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Trademark Assignment shall be valid if made in accordance with the notice provisions set forth in Section 5 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and

specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

- **9. Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.
- **10. Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.
- 11. <u>Disclaimer</u>. EXCEPT AS EXPRESSLY STATED HEREIN, ASSIGNOR ASSIGNS THE TRADEMARKS TO ASSIGNEE "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND, AND ASSIGNEE ACCEPTS SUCH ASSIGNMENT "AS IS" WITHOUT ANY WARRANTY OR REPRESENTATIONS.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

ASSIGNOR:

Maynards Industries Ltd.

A Province of Ontario corporation

TUPE: DEXECUTIVE VP

ASSIGNEE:

Contract Connection Inc

A Florida Cordorátion

Christopher J. Bischoff

Title: Attorney and Authorized Agent