

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
F.F. Acquisition Corp.		04/18/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Asian Ventures, Inc.		
<b>Street Address:</b>	3123 Washington Road		
<b>City:</b>	Augusta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30907		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2643139	FLEXIBLE FLYER SINCE 1889	
<b>Registration Number:</b>	2567709	FLEXIBLE FLYER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(843)720-4324		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	843-853-5200		
<b>Email:</b>	john.mcelwaine@nelsonmullins.com		
<b>Correspondent Name:</b>	John C. McElwaine, Esq.		
<b>Address Line 1:</b>	151 Meeting Street, Ste. 600		
<b>Address Line 4:</b>	Charleston, SOUTH CAROLINA 29401		
<b>ATTORNEY DOCKET NUMBER:</b>	27494/00001		
<b>NAME OF SUBMITTER:</b>	John C. McElwaine		
<b>Signature:</b>	/john c. mcelwaine/		
<b>Date:</b>	06/05/2006		

OP \$65.00 2643139

**Total Attachments: 5**

source=TM Assign Flexible Flyer#page1.tif

source=TM Assign Flexible Flyer#page2.tif

source=TM Assign Flexible Flyer#page3.tif

source=TM Assign Flexible Flyer#page4.tif

source=TM Assign Flexible Flyer#page5.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into by and between F.F. Acquisition Corp., a Delaware Corporation with a mailing address at 100 Tubb Avenue, West Point, Mississippi 39773 ("Assignor"), and Asian Ventures, Inc. with a mailing address at 3123 Washington Road, Augusta, Georgia 30907 ("Assignee").

WHEREAS, Assignor has adopted and used the trademark, "FLEXIBLE FLYER SINCE 1889" and has received a federal registration certificate for said mark as contained in U.S. Registration No. 2,643,139.

WHEREAS, Assignor has adopted and used the trademark, "FLEXIBLE FLYER" and has received a federal registration certificate for said mark as contained in U.S. Registration No. 2,567,709.

WHEREAS, Assignor has adopted and has used distinctive and original designs of bicycles, tricycles and parts thereof ("Flexible Flyer Designs");

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the marks listed on Exhibit A (collectively "Assigned Marks"), including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks.

1.1 Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

1.2 Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the marks are used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

1.3 Assignor covenants that it has transferred the Assigned Marks which are a distinct

and separate portion of the Assignor's business lines. Assignor covenants not to use or display the Assigned Marks, or any other mark that is confusingly similar, in connection with the line of business and good will transferred to the Assignee, except by authorization of Assignee.

1.4 To effect the transfer of ownership of the Assigned Marks to Assignee, including the goodwill of all business connected with the use of and symbolized by the Assigned Marks, Assignor shall:

(a) Provide Assignee with information and documentation regarding the standards, specifications, marketing and customers applicable to goods to which the Assigned Marks relate, including but not limited to all drawings, artwork, design work, files, customer names, sales leads, vendor information, manufacture contact information, manufacturing instructions, marketing plans and information, brochures and advertisements (the "Flexible Flyer Information"); and

(b) Furnish Assignee with the files evidencing all proceedings involving the Assigned Marks and provide access to counsel familiar with such proceedings.

2. Further Assurances.

2.1 Assignor further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof or the ownership of the Assigned Marks by Assignee.

2.2 Assignor shall execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks or Flexible Flyer Information to Assignee. Assignor therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks or Flexible Flyer Information;

(b) To provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks or Flexible Flyer Information; and

(c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

3. Payment.

3.1 In consideration for the transfer of Flexible Flyer Information and Assigned Marks, Assignee shall pay Assignor one hundred twenty-nine thousand, eight hundred dollars (\$129,800.00).

4. Warranties.

4.1 Assignor represents and warrants that:

(a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Marks, free and clear of any liens, charges and encumbrances;

(b) To the knowledge of Assignor, the Assigned Marks, as heretofore used in connection with Assignor's business, do not infringe the rights of any other person or entity, nor has the use of the Assigned Marks by Assignor otherwise entailed any conduct subject to sanctions under the Lanham Act, 15 U.S.C. § 1114, or comparable laws of other jurisdictions;

(c) Assignor has not entered into any agreement, license, release or order that restricts the right of Assignor or Assignee to use the Assigned Marks in any way;

(d) This Agreement does not violate any security agreement, indenture, order, or other instrument or agreement to which Assignor, or either of them, is a party; and

(e) Assignor has not used, registered, attempted to register or assisted any other party in using, registering, or attempting to register, and it will not use, attempt to register or assist any other party in using or attempting to register any name or mark confusingly similar to the Assigned Marks.

4.2 Assignor hereby agrees to indemnify Assignee and its employees, officers, agents, successors and assigns, from and against any and all claims, expenses, costs, damages, losses and liabilities, whether accrued, absolute, contingent or otherwise, (including reasonable attorneys' fees) which may at any time be asserted against or suffered by Assignee, its employers, officers, agents, successors and assigns, as a result of, on account of or arising from any claim of patent, copyright or trademark relating to the Assigned Marks or Flexible Flyer Information.

5. Miscellaneous.

5.1 The provisions of this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

5.2 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

5.3 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

5.4 The terms of this Agreement shall remain confidential. The parties agrees that any information provided by to each other in connection with this Agreement will be kept confidential by the receiving party and, except with the specific prior written consent of the disclosing party or as expressly otherwise permitted by the terms hereof, will not be disclosed by the receiving party. Neither party shall divulge, nor use for the benefit of, any third party, any trade secrets belonging to the disclosing party that it receives pursuant to this Agreement, except to the extent that such information, in the form in which it is received is: (i) known to prior to its receipt; (ii) available to the general public either when received from the disclosing party or thereafter, except if it became available through the fault of the receiving party; (iii) received from a third party who can disclose such information free of confidentiality obligations; or (iv) independently developed by a party.

5.5 Nothing in this Agreement shall create a partnership or joint venture, or establish the relationship of principal and agent, or any other relationship of a similar nature between the parties.

5.6 This Agreement shall be interpreted and governed by the laws of Georgia, without referenced to diversity of jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement.

**F.F. ACQUISITION CORP.**

By: Mike Eaney  
Name: Mike Eaney  
Title: CEO  
Date signed: 4/18/06

**ASIAN VENTURES, <sup>INC.</sup> LLC**  
By: [Signature]  
Name: Michael D Tomberlin  
Title: CEO  
Date signed: 5/15/06

## EXHIBIT "A"

The Assigned Marks shall include the following:

- 1) U.S. Registration No. 2,643,139;
- 2) U.S. Registration No. 2,567,709;
- 3) Common law trademark rights in the words FLEXIBLE FLYER used in connection with bicycles, tricycles and parts thereof;
- 4) Common law trademark rights in the logo FLEXIBLE FLYER SINCE 1889 used in connection with bicycles, tricycles and parts thereof; and
- 5) Common law trademark rights in the design of the Flexible Flyer bicycles, tricycles and parts thereof.