

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olympia Group, Inc.		06/14/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Amarillo Hardware Company		
Street Address:	622 S. Grant Street		
City:	Amarillo		
State/Country:	TEXAS		
Postal Code:	79101		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78665480	DIRT DEMONS	
CORRESPONDENCE DATA			
Fax Number:	(310)315-8210		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(310) 315-8206		
Email:	snakasone@mcguirewoods.com		
Correspondent Name:	Steven M. Nakasone		
Address Line 1:	1800 Century Park East		
Address Line 2:	8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	20483060002		
NAME OF SUBMITTER:	Steven M. Nakasone		
Signature:	/Steven M. Nakasone/		
Date:	06/27/2006		

OP \$40.00 78665480

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TRADEMARK
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Total Attachments: 8

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ORIGINAL

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ATTORNEYS AT LAW
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Attorneys for Olympia Group, Inc., Debtor and Debtor in
Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re:

OLYMPIA GROUP, INC.,

Debtor.

Fed. Tax I.D. No.: 94-2431092

Case No.: LA 06-10111-EC

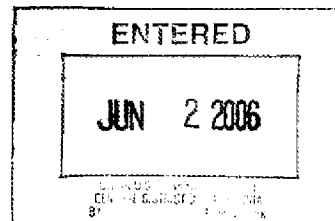
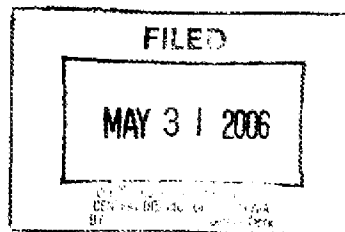
Chapter 11

**ORDER RE MOTION FOR ORDER (1)
AUTHORIZING SALE OF CERTAIN ASSETS
FREE AND CLEAR OF LIENS CLAIMS AND
ENCUMBRANCES, (2) AUTHORIZING
ASSUMPTION AND ASSIGNMENT OF
INTELLECTUAL PROPERTY LICENSES;
AND (3) APPROVING EMPLOYMENT OF
THE PRIDE CAPITAL GROUP, LLC D/B/A
GREAT AMERICAN GROUP AS
AUCTIONEER IN CONNECTION
THEREWITH**

Date: May 31, 2006
Time: 1:30 p.m.
Place: Courtroom 1639
255 East Temple Street
Los Angeles, CA 90012
Judge: Honorable Ellen Carroll

THIS MATTER CAME BEFORE THE COURT at a hearing held on May 31, 2006, at
1:30 p.m., before the Honorable Ellen Carroll, United States Bankruptcy Judge, in Courtroom 1639,
255 East Temple Street, Los Angeles, California, to consider the Motion for Order (1) Authorizing
Sale of Certain Assets Free and Clear of Liens Claims and Encumbrances, (2) Authorizing
Assumption and Assignment of Intellectual Property Licenses; and (3) Approving Employment of
The Pride Capital Group, LLC d/b/a Great American Group as Auctioneer in Connection Therewith

44847-001\DOCS_LA:152418.2



MAY 31 2006

1 (the "Motion").¹ Jeffrey W. Dulberg of Pachulski Stang Ziehl Young Jones & Weintraub LLP
2 appeared on behalf of Olympia Group, Inc., a California corporation, debtor and debtor in possession
3 herein (the "Debtor"). All other appearances were as noted in the record.

4 Having reviewed and considered the Motion and the declarations filed in support thereof, the
5 pleadings and documents on file in this case, and the arguments made by counsel at the hearing, this
6 Court finds notice of the Motion was adequate and appropriate under the circumstances, no further
7 notice need be given, and no objections were filed or any such objections were resolved
8 consensually, and after due deliberation and sufficient cause appearing

9 **THE COURT HEREBY FINDS AS FOLLOWS:**

10 A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§
11 157 and 1334.

12 B. Determination of the Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A),
13 (M) and (N).

14 C. The statutory predicates for the relief requested herein are sections 363 and 365 of the
15 Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

16 D. Proper, timely, adequate and sufficient notice of the Motion has been provided in
17 accordance with Sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002,
18 6004 and 6006 and no other or further notice of the Motion is required.

19 E. A reasonable opportunity to object or be heard with respect to the Motion and the ~~PS~~
20 relief requested therein has been afforded to all interested persons and entities, including: ^{but not limited to} (i) the
21 Office of the United States Trustee; (ii) the Official Committee of Unsecured Creditors; (iii) the
22 Lender; (iv) the Junior Participant; (v) all entities known to have asserted any lien, claim,
23 encumbrance, right of refusal or other interest (collectively "Interests") in or upon the Assets; and
24 (vi) all entities on the 2002 Service List.

25 F. The Pride Capital Group, LLC d/b/a Great American Group ("Great American") does
26 not hold or represent any interest adverse to the estate. Great American is a "disinterested" person
27 and its employment is in the best interests of the estate.

28 ¹ All capitalized terms that are not defined in this Order have the definitions given them in the Motion.

1 G. The Debtor may sell the Assets free and clear of all Interests because, in each case,
2 one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been
3 satisfied. ~~Those holders of Interests who did not object, or who withdrew their objections, to the~~
4 Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those
5 holders of Interests who did object are adequately protected by having their Encumbrances, if any,
6 ~~attach to the proceeds of the sale, with the same validity and priority as existed prior to the sale.~~

7 H. The Debtor has demonstrated that approval of the Agreement and conducting the
8 Auction at this time is in the best interests of the Debtor, the estate and its creditors. The Debtor has
9 advanced good and sufficient business justification supporting the sale of the Assets to the successful
10 bidder(s) at the Auction pursuant to section 363(b) of the Bankruptcy Code and outside of a plan of
11 reorganization, as set forth in the Motion and at the hearing thereon, and it is a reasonable exercise of
12 the Debtor's business judgment to employ Great American to conduct an Auction of the Assets on
13 the terms and conditions set forth in the Agreement, and to execute, deliver and perform its
14 obligations thereunder.

15 **IT IS THEREFORE ORDERED THAT:**

16 1. The Motion is granted and approved in all respects.

17 2. The Debtor is authorized to sell the Assets and, except as set forth in paragraph 3
18 below, such sales shall be free and clear of all Interests, with any such Interests to attach to the sale
19 proceeds with the same validity (or invalidity) and priority as existed prior to the sales.

20 3. The Debtor is authorized to assume and assign, pursuant to sections 363 and 365 of
21 the Bankruptcy Code, its interest as a licensor of any patent it holds (collectively, "Licensed
22 Patents") to the successful bidder for the purchase of the respective Licensed Patents at any auction
23 of the Assets, including, but not limited to, the Debtor's interest in (a) that certain License
24 Agreement dated May 1, 2004, by and between the Debtor and Dasco Pro, Inc., concerning United
25 States Patent Numbers 6,257,553 and 5,957,429 (collectively, the "Dasco Pro Licensed Patents" and
26 the "Dasco Pro License Agreement"); and (b) that certain License Agreement dated June 9, 2003, by
27 and between the Debtor and Rooster Products International, Inc., concerning United States Patent
28 Number 6,059,109.

1 4. In order to provide adequate protection to Dasco Pro under section 365(f)(2)(b) of the
2 Bankruptcy Code, the sale of either or both of the Dasco Pro Licensed Patents is made expressly
3 subject to Dasco Pro's rights under the Dasco Pro License Agreement.

4 5. Union Bank of California, NA, as the holder of an undisputed first priority security
5 interest in the Assets, is entitled to enter a "credit bid" for the Assets; provided, however, that such
6 bid will not reduce the Compensation to which Great American is entitled in the event Union's credit
7 bid is the successful bid for any particular Asset.

8 6. The Debtor is authorized to employ Great American as its auctioneer to provide the
9 liquidation consulting services described in the Motion on the terms and conditions set forth therein.

10 7. The Debtor is authorized to pay the Compensation described in the Motion, and
11 reimburse the Sale Expenses described in the Motion, without further order of the Court, as an
12 expense of administration pursuant to sections 507(a) and 503(b) of the Bankruptcy Code, upon the
13 submission of an auctioneer's report in accordance with Federal Rule of Bankruptcy Procedure
14 6004(f)(1).

15 8. Each and every term and provision of this Order shall be binding in all respects upon
16 the successful bidders at the Auction, the Debtor, the Debtor's bankruptcy estate, its creditors, and
17 all individuals or entities holding an interest in the Debtor, including, without limitation, any entity
18 purporting to hold an Interest in any of the Assets.

19 9. With the consent of the Lender, the Agreement may be modified, amended, or
20 supplemented by the parties thereto, in a writing signed by both parties in accordance with the terms
21 thereof without further order of the Court, provided that any such modification, amendment, or
22 supplement is immaterial and the Debtor is authorized to execute any additional documents
23 reasonably necessary to consummate the transactions set forth in the Agreement.

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10. This Order will be effective immediately, notwithstanding the 10-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(h).

Dated: 5/31/06

Ellen Canoll
UNITED STATES BANKRUPTCY JUDGE

PACHULSKI STANG ZIEHL YOUNG JONES & WEINTRAUB LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

GREAT AMERICAN GROUP
OLYMPIA TOOLS
505 S. SEVENTH AVE.
CITY OF INDUSTRY, CA.
818-884-3737 FAX 818-884-3561

AHC HARDWARE
PATRICK PERKINS
622 SOUTH GRANT
AMARILLO TX 79172

Phone:(806) 376-4722
Extra:EXT 250
Tax Permit#:17501096808

Con#/ Lot#	Description	Buyer#216 Tax Qty	Date:06/14/06 Unit Price	Time:09:37 Total Bid	Page 1 Misc.
23	THORSEN INTELLECTUAL PROPERTY Y INCLUDING 5 TRADEMARKS (ESTIMATED VALUE OF \$210,00)	1	\$,000.000	\$,000.00	
43	WORKGEAR INTELLECTUAL PROPERTY Y INCLUDING: 6 TRADEMARKS, AND 8 PATENTS (ESTIMATED VALUE OF \$290,000)	1	\$,000.000	\$,000.00	
62	VILLAGE BLACKSMITH Y INTELLECTUAL PROPERTY INCLUDING 24 TRADEMARKS, AND 13 PATENTS (ESTIMATED VALUE OF \$735,500)	1	\$,000.000	\$,000.00	
80	BABCO INTELLECTUAL PROPERTY Y INCLUDING 6 TRADEMARKS AND 6 PATENTS (ESTIMATED VALUE OF \$162,000)	1	\$,000.000	\$,000.00	
90	E-Z READ INTELLECTUAL PROPERTY Y INCLUDING 9 TRADEMARKS AND 13 PATENTS (ESTIMATED VALUE OF 235,000)	1	\$,000.000	\$,000.00	
143	THOUSANDS OF SINGLE TOOLS AND Y SETS, LOCATED AT SHOWROOM, ESTIMATED VALUE OF \$25,000	1	\$,000.000	\$,000.00	
144	HUNDREDS OF TOOLS AND SETS, Y LOCATED AT SAMPLE ROOM. ESTIMATED VALUE OF \$5,000	1	\$,000.000	\$,000.00	
298	SHOW BOOTHS Y	1	\$,000.000	\$,000.00	
422	CONTENTS OF PHOTO STUDIO Y	1	\$ 250.000	\$ 250.00	

PAID

TRADEMARK
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Con#/ Lot#	Description	Buyer#216 Tax Qty	Date:06/14/06 Unit Price	Time:09:37 Total Bid	Page 2 Misc.
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Sub Total	\$,250.00	\$0.00
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10% Premium	\$,625.00	
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0.000% Sales Tax			
Miscellaneous Cost			

TOTAL	\$,875.00	
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Previous Payments		\$0.00	
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BALANCE DUE	\$	875.00	
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Buyer# 216

(Signature)

PAID
6/14/06

Wire Paid by HR

\$

Thank You For Your Continued Support On All Our Auctions!

ALL ITEMS SOLD AS IS WHERE IS WITH NO WARRANTY OF ANY KIND. PLEASE CHECK
ALL PURCHASE'S BEFORE THEY LEAVE THE BUILDING AS CHANGE'S WILL NOT BE MADE
ONCE THEY HAVE LEFT. THIS IS YOUR ONLY INVOICE AND IS REQUIRED FOR REMOVAL.

PLEASE SIGN:

DATE: *June 14, 2006*

I hereby certify that I am engaged in the business of selling the items I have
purchased, and that the items purchased are for resale and not subject to sales
tax. The resale number I have provided is a valid number, one which I am
authorized to use. Signed *(Signature)*

TRADEMARK

REEL: 003338 FRAME: 0164

	Brand(s)	Mark / Name	Classes	Country	App. # / Reg #	Notes
	LOT # 62	TRADEMARKS				
62 A	village	EZ CONNECT	8	MEX	765091	Registered 10/29/02
62 B	village	EZ CONNECT	8	USA	2743518	Registered 7/29/03
62 C	village	E-Z CONNECT	8	CAN	1117715	Registered 1/6/05
62 D	village	FORGED MATICS	8	USA	2810993	Registered 1/6/05
62 E	village	HAMMER/ANVIL Design	8	USA	2062478	Registered 5/20/97
62 F	village	HOE-MATIC	8	USA	3028747	Registered 12/13/05
62 G	village	LIGHT & EASY PRUNER AND DESIGN	8	USA	2434833	Registered 3/13/01
62 H	village	POPULAR GARDENER	8	USA	2585606	Registered 6/25/02
62 I	village	SWIVEL HOLSTER & Design	8	USA	2533168	Registered 1/22/02
62 J	village	THE MUTT	8	USA	78/381,808	Pending- Opposed. Opposition stayed pending bankruptcy
62 K	village	THE MUTT & DESIGN	8	CAN	648424	Registered 9/19/05
62 L	village	VILLAGE BLACKSMITH	8	India	668024	Registered 9/1/05
62 L1	village	Village Blacksmith	8	USA	0894555	Registered 7/14/80
62 M	village	VILLAGE BLACKSMITH	8	USA	1948257	Registered 1/16/96
62 N	village	VILLAGE BLACKSMITH	8	USA	3045764	Registered 1/17/96
62 O	village	VILLAGE BLACKSMITH & DESIGN	8	USA	2616387	Registered 9/10/02
62 P	village	Village Blacksmith (& Design)	8	Chile	580.736	Registered 10/30/00
62 Q	village	Village Blacksmith (& Design)	8	Colombia	224527	Registered 9/28/99
62 R	village	Wood Grenade	8	CAN	TMA 262,722	Registered 10/2/81
62 S	village	Super Wood Grenade	8	USA	1590577	Registered 4/10/90
62 S1	village	MUTT	8	USA	2,228,182	Registered 3/2/1999
62 S2	village	THE MUTT	8	USA	1,577,345	Registered 1/16/1990
62 S3	village	DIRT DEMONS	8	USA	78,665,480	Registered 7/7/2005
62 S4	village	GARDEN MAX	8	USA	76/612,897	Registered 9/20/2004
	village	Estimated value of 24 villageTrademarks:			\$572,500	

village

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