

**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>
United American Sales, Inc.		08/16/2006	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bunzl Distribution USA, Inc.		
<b>Street Address:</b>	701 Emerson Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2390136	RAWHYDE FRONTIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-345-6000		
<b>Email:</b>	smurphy@blackwellsanders.com		
<b>Correspondent Name:</b>	Wendy Boldt Cohen		
<b>Address Line 1:</b>	720 Olive St.		
<b>Address Line 2:</b>	24th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	706584-237		
<b>NAME OF SUBMITTER:</b>	Wendy Boldt Cohen		
<b>Signature:</b>	/Wendy Boldt Cohen/		

OP \$40.00 2390136

Date:

08/22/2006

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") shall be deemed made and entered into as of the 16<sup>th</sup> day of August, 2006 ("Effective Date"), by and between United American Sales, Inc., an Ohio corporation, located at 105 American Way, Wilmington, OH 75411 ("Assignor"), and Bunzl Distribution USA, Inc., a Delaware corporation, located at 701 Emerson Road, Suite 500, St. Louis, MO 63141 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the even date herewith (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer and deliver to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement);

WHEREAS, in connection with the transactions contemplated thereby, the Asset Purchase Agreement provides that Assignor shall assign to Assignee the Marks (as defined below);

WHEREAS, Assignor is the owner of all rights, title and interest in the marks, United States trademark registration, and the Ohio state trademark registration listed on Exhibit A along with the goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor is desirous of assigning its entire right, title and interest along with the goodwill associated with the Marks and Assignee is desirous of obtaining all right, title and interest along with the goodwill associated with the Marks.

NOW, THEREFORE, for \$1.00 and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor assigns to Assignee its entire worldwide right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

1. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

2. This Assignment is executed and delivered pursuant to and made subject to and with the benefit of the representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

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3. This Assignment may be executed in counterparts, both of which taken together shall constitute one instrument. Signatures of the parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes

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IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR

United American Sales, Inc.

Date: 8.16.06

By: 

Name: JOSEPH H. SODINI

Title: PRES/CEO

ASSIGNEE

Bunzl Distribution USA, Inc.

Date: 8.16.06

By: 

Name: Daniel J. Lett, Secretary

Title: \_\_\_\_\_

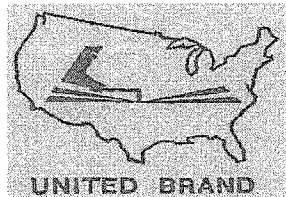
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Exhibit A

RAWHYDE FRONTIER

United States Trademark Registration Number 2,390,136

UNITED BRAND



Ohio State Trademark Registration Number TM 11801