

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
A.B. Lamdin, Inc.		10/21/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABL Holding Inc.		
<b>Street Address:</b>	17662 Armstrong Avenue		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2387471	A.B. LAMBDIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-446-4800		
<b>Email:</b>	hsmith@kirkland.com		
<b>Correspondent Name:</b>	Hayley Smith, Kirkland & Ellis LLP		
<b>Address Line 1:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	41389-0001		
<b>NAME OF SUBMITTER:</b>	Hayley Smith, Sr. Legal Assistant		
<b>Signature:</b>	//Hayley Smith//		
<b>Date:</b>	08/31/2006		

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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 21, 2005 ("Effective Date") by and between A.B. Lambdin, Inc., a Delaware Corporation ("Assignor") and ABL Holding Corporation, a Georgia corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignee agreed to purchase from Assignor, and Assignor agreed to sell to Assignee, certain of the assets and properties owned or used by Assignor; and

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, and other intellectual property owned, licensed or otherwise used by Assignor which is necessary for the Business or the use of any of the Assets (as defined in the Agreement), including, without limitation, the trademark registrations set forth on Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any translations, adaptations, derivations and combinations thereof and renewals in connection therewith, together with the goodwill associated with any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments arising therefrom, the right to sue and recover for past, present or future infringement, misappropriation or other unauthorized use of the Marks, and all corresponding rights that, now or hereafter, may be secured throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's request, take all further actions, and provide Assignee, and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

AUG. 24. 2006 6:18PM

NO. 645 P. 7

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date,

A.B. LAMB DIN, INC., a Delaware corporation

By: James D. Rylander  
Name: James D. Rylander  
Title: Chairman

ABL HOLDING CORPORATION, a Georgia corporation

By: Houshang Jalili  
Name: HOUSHANG JALILI  
Title: PRESIDENT

KAR 1128914.1

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country/State</b>	<b>Registration Number</b>	<b>Registration Date</b>
A.B. LAMBDIN	U.S. State- Georgia	T10578	1/23/91
A.B. LAMBDIN	U.S. State- Georgia	S10579	1/23/91
A.B. LAMBDIN	U.S.	2387471	9/19/00