

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
RWL Corporation	FORMERLY Robert W. Lackey Corporation	07/01/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Trade Source International, Inc.		
Street Address:	650 South Royal Lane, Suite 100		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2371449	FAN ANIMALS	
Registration Number:	2313031	RESTORATION CLASSICS	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker		
Address Line 1:	901 Main Street, Suite 3100		
Address Line 4:	Dallas, TEXAS 75202-3789		
ATTORNEY DOCKET NUMBER:	25751.24		
NAME OF SUBMITTER:	Jeffrey M. Becker		
Signature:	/Jeffrey M. Becker/		

CH \$65.00 2371449

Date:

10/25/2006

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "*Assignment*") is entered into as of September 15, 2006 (the "*Signing Date*"), to be effective as of July 1, 2006 (the "*Effective Date*"), by and between Trade Source International, Inc., a Delaware corporation ("*TSI*") and Robert W. Lackey, as an individual ("*Mr. Lackey*"), Robert W. Lackey, Jr. ("*Lackey Jr.*"), RWL Corporation, f/k/a Robert W. Lackey Corporation, a North Carolina corporation ("*RWL Corporation*"), and R.L. Products Corporation, a Georgia corporation ("*R.L. Products*") (Mr. Lackey, Lackey, Jr., RWL Corporation and R.L. Products collectively referred to as the "*Lackey Entities*").

RECITALS

Pursuant to that certain Stock Purchase Agreement (the "*Stock Purchase Agreement*") dated as of the Signing Date, Mr. Lackey has sold to TSI all of the outstanding capital stock in MARKETING IMPRESSION, INC., a Georgia corporation ("*MP*"), which is the owner of a 50% interest in Prime/Home Impressions, LLC ("*PHI*"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Stock Purchase Agreement.

Pursuant to the terms of the Stock Purchase Agreement, Mr. Lackey has agreed to cause the transfer to TSI all right, title and interest in and to the intellectual property rights owned by the Lackey Entities that are used in any Fan Accessories that were, are, or have been conceived to be manufactured, marketed or sold in connection with the Business as conducted by PHI and/or MI, including without limitation those listed in attached *Exhibit A* (collectively, the "*Intellectual Property*").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** The Lackey Entities do hereby, without reservation, irrevocably:
 - a. sell, assign, transfer and convey to TSI, and its successors and assigns, all of their right, title and interest (past, present, future, and throughout the world) in and to (i) the Intellectual Property, together with all corresponding goodwill and any patents and patent applications, trademark registrations and applications, and registered copyrights and copyright applications covering same; (ii) the legal files and drawings related to same; and (iii) the right to sue for any past, present or future infringement or violation of the Intellectual Property transferred hereby; and
 - b. acknowledge that, except as set forth in the Stock Purchase Agreement, the Shareholder Non-Competition Agreement and the RLJ Non-Competition Agreement, the Lackey Entities shall hereafter have no ownership, license rights, right to use, or any other right, title or interest in or to any part of the Intellectual Property.
2. **Further Assurances.** The Lackey Entities shall, without charge to TSI but at TSI's expense, perform such acts as TSI may reasonably request to vest title to the Intellectual Property in TSI. In addition, by no later than one (1) week after the Signing Date, the Lackey Entities shall cease all use of the Intellectual Property except to the extent such use may be permitted under the Stock Purchase Agreement, the Shareholder Non-Competition Agreement or the RLJ Non-Competition Agreement.

3. **Representations and Warranties.** The Lackey Entities jointly and severally represent and warrant that:
- a. they have not executed, and will not execute, any agreement in conflict herewith;
 - b. the information listed in attached Exhibit A is true and correct in all material respects; and
 - c. RWL Corporation and R.L. Products are corporations duly organized, validly existing and in good standing under the laws of the State of North Carolina and the State of Georgia, respectively, and have all requisite corporate power and authority to own their assets and to conduct their business as currently conducted.

4. **Miscellaneous.**

- a. *Entire Agreement.* This Assignment and the Stock Purchase Agreement constitute the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- d. *Governing Law.* This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State Delaware.
- e. *Submission to Jurisdiction.* Each of the parties submits to the jurisdiction of any state or federal court sitting in New Castle County, Delaware, in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.
- f. *Amendments and Waivers.* No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by all of the parties. No waiver by any party of any provision of this Assignment or of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.
- g. *Construction.* The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or

burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

* * * *

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the Signing Date.

TSI:

TRADE SOURCE INTERNATIONAL, INC.

By: _____

Name: Marcus Scrudder

Title: Chief Financial Officer

LACKEY ENTITIES:

RWL CORPORATION

By: _____

Name: Robert W. Lackey

Title: President

R.L. PRODUCTS CORPORATION

By: _____

Name: Robert W. Lackey

Title: President

ROBERT W. LACKEY, an individual

ROBERT W. LACKEY, JR., an individual

EXHIBIT A

I. Registered Copyrights and Copyright Applications: NONE

II. Registered Domain Names: NONE

III. Registered Trademarks and Trademark Applications:

Trademark Nexsen Pruet Ref. No.	Reg. No.	Reg. Date	Appl. No.	Filing Date	Trademark Office Owner of Record
BLADE FRESH 25047-31					
FAN ANIMALS 25047-01	2,371,449	7/25/2000	75/350,206	9/2/1997	RWL Corporation
RESTORATION CLASSICS 25047-04	2,313,031	2/1/2000	75/429,716	2/6/1998	RWL Corporation

IV. Patents, Patent Applications, Invention Disclosures, and Product Designs:

Title Nexsen Pruet Ref. No.	Patent No.	Grant Date	Appl. No.	Filing Date	Patent Office Owner of Record
Ceiling Fan Down Rod 25047-03	6,017,190	1/25/2000	09/003,642	1/7/1998	RWL Corporation
Ceiling Fan Down Rod 25047-10	6,196,804	3/6/2001	09/483,844	1/17/2000	RWL: Corporation
Ceiling Medallion 25047-40					
Ceiling Molding 25047-29					
Cover for a Ceiling Aperture 25047-02	5,975,853	11/2/1999	08/975,643	11/21/1997	R.W.L. Corporation
Downrod Display 25047-33			10/137,665	5/2/2002	RWL Corporation
Downrod Display 25047-	6,935,514	8/30/2005	10/776,885	2/11/2004	RWL Corporation
Fan Blade Cleaning Device 25047-26	4,823,431	4/25/1989	55,833	6/1/1987	R.L. Products Corporation
Fan Control Wall Unit 25047-20					
Medallion Halo Flexible Light Diffuser 25047-13					
Modular Medallions					
New Pulls and Finials 8/15/06 e-mail from Lackey to Scrudder					
Pull Chain Ornament 25047-22					
Safety Chain 25047-19					
Smart Fan 25047-25					
Track Fan 25047-17					
Umbrella Fan 25047-18					
Vacuum Fan Duster 25047-30	5,235,722	8/17/1993	07/864,625	4/7/1992	R.L. Products Corporation