

6-5-06
NRD

12-13-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/7)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103347659

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cardinal Brands, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Nevada
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) October 12, 2004

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hazel Promotional Products, LLC

Internal

Address:

Street Address: 1902 Brandon Drive

City: Tyler

State: Texas

Country: USA Zip: 75703

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

73155794 72337472

B. Trademark Registration No.(s)

1112712 0907360

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Hazel

Ernest Hazel Jr., Inc.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Don A. Rust

Internal Address:

Street Address: 1902 Brandon Drive

City: Tyler

State: Texas Zip: 75703

Phone Number: (903) 509-2480 X-120

Fax Number: (903) 939-8452

Email Address: drust@rynoindustries.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Brandon T. Steele
Signature
Name of Person Signing

5/31/06
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

inventory in transit and all of the finished goods as of Closing (the "Inventory");

(b) the tangible personal property associated with the design, manufacture or sale of the promotional products and related merchandise set forth in Schedule 1.1(b) (the "Equipment");

(c) the intangible personal property associated with the promotional products and related merchandise which are the subject of this Agreement set forth in Schedule 1.1(c) (the "Intangible Property");

(d) copies of (either electronically, if available, or paper based, at request of Buyer) all books and records associated with the design, manufacture and sale of the promotional products and related merchandise which are the subject of this Agreement, including all sales contracts, sales records, sales orders, purchase orders, pricing information, sales and promotional materials, catalogs, customer and contacts lists (including names, addresses and telephone numbers), vendor information (including names, addresses and telephone numbers), distributor information (including names, addresses and telephone numbers), sales invoices, accounts receivables, inventory records, financial statements, accounts payable, general ledger, payroll, artwork and payroll documents, for the 2003 and 2004 Cardinal Brands fiscal year; and

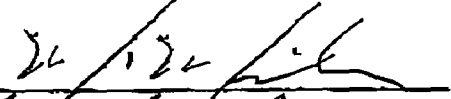
(e) to the extent assignable by Seller, those representative and distribution agreements set forth in Schedule 1.1(e).

Such transfer shall be free and clear of all liabilities, security interests, pledges, liens and encumbrances. At Closing, Seller will deliver to Buyer a list of inventory as of the most recent practicable date and will execute the Bill of Sale, the form of which is attached hereto as Exhibit A.

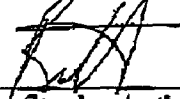
1.2 Assumed Liabilities. Buyer will assume from Seller the following liabilities of Seller: (i) accounts payable for purchased Inventory in transit at the time of Closing, (ii) any amount of vacation owed by Seller to any Retained Employee for up to a maximum of two weeks of vacation, and (iii) all contractual liabilities and obligations of

In witness whereof, the parties hereto have executed this Agreement as of the date set forth above.

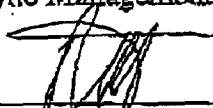
"SELLER"
Cardinal Brands, Inc.

By: 
Brandon Steele, Authorized Representative

"BUYER"
Hazel Promotional Products, LLC

By: 
Brandon Steele, Authorized Representative

"GUARANTOR"
Ryno Industries, L.P.
By: Ryno Management, Inc.

By: 
Brandon Steele, Authorized Representative

Schedule 1.1(c)
Intangible Property

Telephone numbers

800-395-8925 Customer service
800-322-8925 Customer service
877-395-8925 Fax
800-833-8383 Credit Dept

Website

Hazel.com
Hazelpromo.com

Reservations at Trade Shows

ASI in Orlando, Florida January 2005
PPAI in Las Vegas, Nevada January 2005

Trademarks

Hazel (Stylized) Registration #907,360
Hazel (Stylized) Registration #1,112,712
Hazel (Stylized) Registration #1,325,721

Business Advantage™
Business Basics™
Business Performers™

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NO. 426 P. 5

RECORDED: 06/05/2006

TRADEMARK
REEL: 003444 FRAME: 0833