

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/16/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Top Gun Products, LLC		02/16/2007	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	United IP, LLC
Street Address:	3403 E. John W. Carpenter Fwy
City:	Irving
State/Country:	TEXAS
Postal Code:	75062
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78764796	TOMAHAWK
Serial Number:	78748764	TOUGH AS YOUR TRUCK
Serial Number:	78766917	SIDEARM
Serial Number:	78686337	BUMPCO
Serial Number:	78764806	DEFENDER
Serial Number:	78864691	NIGHTHAWK
Serial Number:	78764786	BLACKHAWK

CORRESPONDENCE DATA

Fax Number: (210)226-8395
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 210-554-5464
 Email: ipdocket@coxsmith.com

OP \$190.00 78764796

Correspondent Name: Jamie M. Rose
Address Line 1: 112 East Pecan Street
Address Line 2: Suite 1800
Address Line 4: San Antonio, TEXAS 78205

ATTORNEY DOCKET NUMBER: 30573.4

NAME OF SUBMITTER: Jamie M. Rose

Signature: /jamie m. rose/

Date: 06/27/2007

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made effective as of January 3, 2007 by the undersigned, Top Gun Products, LLC, a Texas limited liability company having its principal place of business at 2014 Regency Dr., Irving, TX 75062 ("Assignor"), in favor of United IP, LLC, a Texas limited liability company having its principal place of business at 3403 East John W. Carpenter Fwy, Irving, Texas 75062 ("Assignee") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Assignor has created, developed, or acquired the Intellectual Property (as defined below); and

WHEREAS, Assignor has agreed to execute and deliver this Assignment to Assignee in return for Assignee agreeing to manage, prosecute, protect, and maintain the Intellectual Property and to grant Assignor a license back to use the Intellectual Property;

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) paid to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, its successors, legal representatives and assigns, all of the right, title and interest of Assignor in, to and under:

1. all United States and foreign patents that have issued or may in the future issue (including utility, utility model and design patents, supplementary protection certificates, certificates of invention and the like), all patent applications (including applications for utility, utility model and design patents, supplementary protection certificates, certificates of invention and the like), and all divisionals, continuations, continuations-in-part, reissues, re-examinations, renewals, extensions or additions to any such patents and patent applications, heretofore or hereafter filed or having legal force in any country of the world, and all inventions and improvements disclosed therein and all rights of priority based on any of the foregoing (the "Patents");
2. all trademarks, service marks, trade dress, trade names, brand names, designs, logos, commercial symbols and corporate names, whether registered or unregistered, and all registrations, applications for registration and renewals thereof, and all goodwill associated therewith, and the right to recover for past infringement thereof, heretofore or hereafter filed or having legal force in any country of the world (the "Marks");
3. all works of authorship, whether or not registered or copyrightable, and all copyrights therein, and all applications, registrations, and renewals in connection therewith, including all rights to the foregoing throughout the world (the "Copyrights");

4. all domain names, Internet addresses and other computer identifiers, web sites, URLs, web pages, registrations for any of the foregoing and similar rights and items, as they exist anywhere in the world (the "Domain Names");
5. all industrial designs and mask works and applications for registration for such industrial designs or mask works throughout the world (the "Mask Works");
6. all know-how and trade secrets, including without limitation as they exist anywhere in the world, formulae, ideas, concepts, inventions and invention disclosures not subject to (1) above, discoveries, innovations, improvements, results, reports, information and data (including without limitation all business and technical information, and information and data relating to research, development, analytical methods, processes, formulations and compositions), research summary data, research raw data, laboratory and programmer notebooks, methods, procedures, proprietary technology and information, operating and maintenance manuals, engineering and other drawings and sketches, manufacturing and production processes and techniques, designs, specifications, and blueprints (the "Inventions");
7. all software (namely, all computer programs including, without limitation, all software, firmware, source code (whether or not commented), object code, executable code, specifications, designs and documentation related thereto, schematics, definitions of files, fields of files, variables, details, parameters, compilation, linking, installation and maintenance specifications, inputs and outputs (including codes and acronyms), algorithms, program descriptions, file descriptions, formats and layouts, report descriptions and layouts, screen descriptions and layouts, graphical and non-graphical user interfaces, input documents, data elements, paper processing flowcharts, including all media in any form in which such software is fixed, including without limitation magnetic and optical media), and all copyrights therein throughout the world (the "Software");
8. all other proprietary or intellectual property rights throughout the world; and
9. all copies and tangible embodiments of the foregoing, whether whole or partial (in whatever form or medium, including, but not limited to, electronic media);

that Assignor has developed, created, acquired, licensed, improved, or used in connection with developing and conducting the business of Assignor from its inception to the present, including but not limited to such intellectual property as may be listed in **Exhibit A** hereto (collectively, the "Intellectual Property"). The Parties agree that **Exhibit A** automatically shall be amended to include all of the Intellectual Property that Assignor may acquire in the future and that Assignor identifies for assignment under this Assignment.

Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, its successors, legal representatives and assigns, all of the right, title and interest of Assignor in and relating to enforcement and protection of the Intellectual Property transferred herein, such as but not limited to, any cause of action arising from ownership of the Intellectual Property transferred herein, including any cause of action that may have accrued but may not yet be known.

Assignor hereby covenants that Assignor has not executed, and will not execute, any agreement in conflict herewith, and that Assignor will not challenge or dispute the ownership, validity or enforceability of the Intellectual Property, either directly or indirectly, nor allow any person or entity under Assignor's control to do so.

Assignor hereby covenants that Assignor will assist Assignee in every proper way to obtain protection for the Intellectual Property and enforce the Intellectual Property in the United States and foreign countries. To that end, Assignor will execute, verify and deliver such documents as may be required and perform other acts such as appearing as a witness as Assignee may reasonably request Assignor to do.

Assignee hereby covenants that Assignee will keep all Inventions confidential, including but not limited to trade secrets, except if Assignee licenses or assigns any Invention to a third party.

EFFECTIVE as of the day and year first above written.

ASSIGNOR: TOP GUN PRODUCTS, LLC

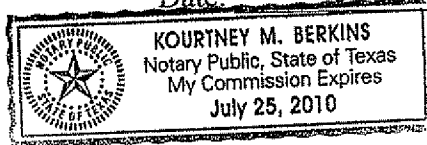
Signature: 

Printed Name: Mark Henderson

Title: Manager

Date: 2-16-07

STATE OF Texas §
COUNTY OF Dallas §



This instrument was acknowledged before me on the 16th day of February, 2007, by Mark Henderson, known to me to be the person of that name, who declared the foregoing assignment to be his free act and deed on behalf of said Assignor for the consideration therein expressed.

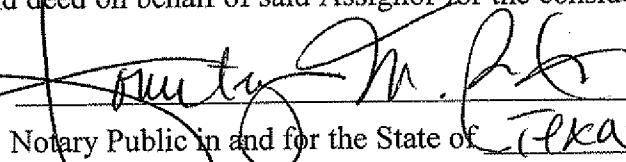

Notary Public in and for the State of TEXAS.
My Commission Expires: July 25, 2010

EXHIBIT A

1. Patents

- 1.1. U.S. Pat. Appl. No. 11/552,597, filed on October 25, 2006, entitled "Storage Container With One or More Removable Carriers"
- 1.2. U.S. Pat. Appl. No. 11/552,461, filed on October 24, 2006, entitled "Vehicle Grill Guard with Replaceable Panel"
- 1.3. U.S. Prov. Pat. Appl. No. 60/757,136, filed on January 6, 2006, entitled "Aftermarket Factory Sensor Mounting"
- 1.4. U.S. Prov. Pat. Appl. No. 60/729,993, filed October 25, 2005, entitled "Replaceable Decorative Plate Screen"
- 1.5. U.S. Prov. Pat. Appl. No. 60/729,994, filed on October 25, 2005, entitled "Tool Box with Snap-on Tool Tote Tray"

2. Marks

- 2.1. U.S. TM Appl. Serial No. 78/764,796, TOMAHAWK, in Class 12 for truck accessories, namely pick-up truck headache racks and roll bars, filed on December 1, 2005.
- 2.2. U.S. TM Appl. Serial No. 78/748,764, TOUGH AS YOUR TRUCK, in Class 6 for metal tool boxes for pick-up truck beds and in Class 12 for Truck accessories, namely, bumpers, grill guards, headache racks, side steps, running boards, roll bars, grill inserts, taillight covers, bed extensions, luggage racks, motorcycle racks, bed rails, nerf bars, tailgate caps, and tail guards, filed on November 7, 2005.
- 2.3. U.S. TM Appl. Serial No. 78/766,917, SIDEARM, in Class 12 for truck and sports utility vehicles accessories, namely side steps and running boards, filed on December 5, 2005.
- 2.4. U.S. TM Appl. Serial No. 78/686,337, BUMPCO, in Class 12 for truck accessories, namely, bumpers, grill guards, headache racks, tool boxes, side steps, running boards, roll bars, light bars, grill inserts, taillight covers, bed extensions, luggage racks, motorcycle racks, bed rails, nerf bars, tailgate caps, tail guards, and winches, filed on August 5, 2005.
- 2.5. U.S. TM Appl. Serial No. 78/764,806, DEFENDER, in Class 6 for metal toolboxes for pick-up truck beds, filed on December 1, 2005.
- 2.6. U.S. TM Appl. Serial No. 78/864,691, NIGHTHAWK, in Class 12 for grill guards for pick-up trucks and sports utility vehicles, filed on April 19, 2006.
- 2.7. U.S. TM Appl. Serial No. 78/764,786, BLACKHAWK, in Class 12 for grill guards for pick-up trucks and sports utility vehicles, filed on December 1, 2005.