

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecomate Wildlife Systems, Ltd.		07/09/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	New Tecomate Holdings, LLC		
Street Address:	297 Azalea Dr.,		
Internal Address:	Suite 2		
City:	Destin		
State/Country:	FLORIDA		
Postal Code:	32541		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78973499	TECOMATE WHITETAIL FRONTIERS	
Serial Number:	78973457	TECOMATE PROPERTIES	
Serial Number:	78973481	TECOMATE WILDLIFE SYSTEMS	
Serial Number:	78973477	TEAM TECOMATE	
Serial Number:	78973472	TEAM TECOMATE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	251-776-0811		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	Jason M. Osborn, LLC		
Address Line 1:	9808 Millwood Circle, Suite A		
Address Line 2:	Attn: Jason M. Osborn		
Address Line 4:	Daphne, ALABAMA 36527		

CH \$140.00 78973499

ATTORNEY DOCKET NUMBER:	390075
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/12/2007

Total Attachments: 11
source=390075#page1.tif
source=390075#page2.tif
source=390075#page3.tif
source=390075#page4.tif
source=390075#page5.tif
source=390075#page6.tif
source=390075#page7.tif
source=390075#page8.tif
source=390075#page9.tif
source=390075#page10.tif
source=390075#page11.tif

ASSIGNMENT

WHEREAS, Tecomate Wildlife Systems, Ltd. ("Assignor"), is the owner of all right, title, and interest in and to the trademarks listed on Exhibit A attached hereto (the "Marks"); and

WHEREAS, New Tecomate Holdings, LLC, a Delaware limited liability company ("Assignee"), wishes to acquire any and all rights Assignors have in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and any and all common law rights of such Assignor to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell and assign unto Assignee, all right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which such Marks are used and which is symbolized by such Marks, and any and all common law rights of Assignor to such Marks. For United States applications for registration based on an intent to use, with no statement or amendment alleging use, Assignee is the successor to that portion of Assignor's ongoing and existing business to which the marks in these applications pertain as required by 15 U.S.C. § 1060.

The Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments necessary, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignor's right, title, and interest in and to the Marks.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 9th day of July, 2007.

TECOMATE WILDLIFE SYSTEMS, LTD.

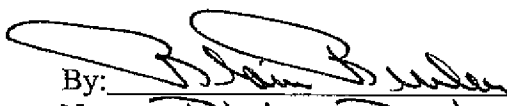
By: 
Name: Rhijne Buckley
Title: President

EXHIBIT A

Serial Number	Reg. Number	Word Mark
78973477		Team Tecomate
78973499		Tecomate Whitetail Frontiers
78973481		Tecomate Wildlife Systems
78973472		Team Tecomate
78973457		Tecomate Properties
		Tecomate

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "**Bill of Sale**") is made as of this ____ day of July, 2007 (the "**Effective Date**"), by **OLSON WILDLIFE INVESTMENTS, LLC**, a Delaware limited liability company ("**Assignor**") in favor of and to **NEW TECOMATE HOLDINGS, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Assignee**"). Capitalized terms used in this Bill of Sale, if not otherwise defined herein, shall have the respective meanings ascribed to such terms in the Formation Agreement (as defined herein).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Formation and Contribution Agreement among Assignor, Assignee, Whitetail Ventures, Inc., a Texas corporation, Dr. Gary Schwarz, and Maxlaffs, Inc., a Georgia corporation, dated as of the 26th day of June, 2007 (the "**Formation Agreement**"), Assignor has agreed to assign, transfer and convey to Assignee the Purchased Assets;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, SET OVER, and DELIVER to Assignee the following (collectively, the "**Assigned Properties**"): (1) the Purchased Assets; (2) the personal property owned by Assignor (excluding cash) used in connection with the operation of or in the Purchased Assets (collectively, the "**Personal Property**"); and (3) all of Assignor's right, title and interest in and to (i) all assignable warranties and guaranties (express or implied) issued in connection with the Purchased Assets (collectively, the "**Warranties**"), (ii) all transferable licenses, consents, occupancy permits and approvals of governmental, municipal or regulatory authorities, (iii) all plans, specifications, drawings and diagrams in Assignor's possession or control, and (iv) all other transferable intangibles relating to or used in connection with the operation of the Purchased Assets, but excluding cash (collectively, the "**Intangible Property**"). Assignor represents and warrants to Assignee that Assignor (i) is the owner of the Purchased Assets and the Personal Property, (ii) has the full right to transfer the Purchased Assets and the Personal Property, (iii) has not previously transferred the Purchased Assets and the Personal Property, and (iv) has not previously assigned the Intangible Property.

ASSIGNOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE ASSIGNED PROPERTIES, AND THE SAME IS SOLD IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY EXECUTION OF THIS BILL OF SALE, ASSIGNEE AFFIRMS THAT IT HAS NOT RELIED ON ASSIGNOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE ASSIGNED PROPERTIES FOR ANY PARTICULAR PURPOSES, AND THAT ASSIGNOR MAKES NO WARRANTY THAT THE ASSIGNED PROPERTIES ARE FIT FOR ANY PARTICULAR PURPOSES, AND THAT THE ASSIGNED PROPERTIES ARE BEING CONVEYED TO ASSIGNEE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS OTHERWISE PROVIDED HEREIN.

TRADEMARK

REEL: 003578 FRAME: 0829

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND**, all and singular, title to the Assigned Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise.

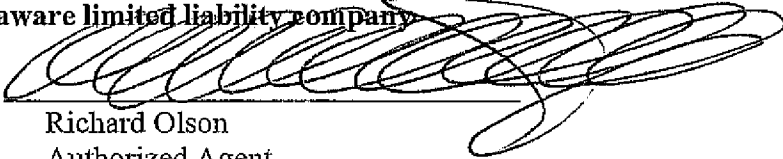
IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be duly executed as of the Effective Date.

Witnesses:

Yvonne Hays
Name: Yvonne Hays
Michael Garofalo
Name: Michael Garofalo

ASSIGNOR:

**OLSON WILDLIFE INVESTMENTS, LLC, a
Delaware limited liability company**

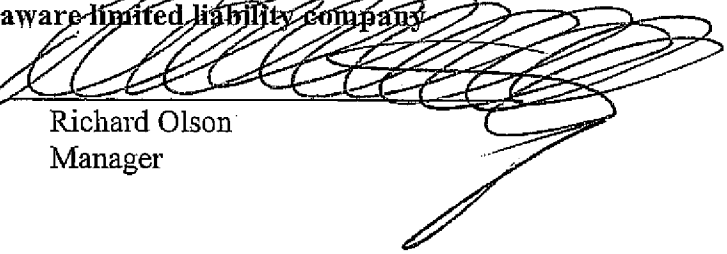
By: 
Richard Olson
Its: Authorized Agent

Witnesses:

Yvonne Hays
Name: Yvonne Hays
Michael Garofalo
Name: Michael Garofalo

ASSIGNEE:

**NEW TECOMATE HOLDINGS, LLC, a
Delaware limited liability company**

By: 
Richard Olson
Its: Manager

TRADEMARK

REEL: 003578 FRAME: 0830

Exhibit A to Bill of Sale

PURCHASED ASSETS

1. Any and all rights and good will and all intellectual property and proprietary assets relating to the name "Tecomate", including, without limitation, trade names, trademarks and service marks, including, without limitation, all marks owned, reserved, or applied for, such as Tecomate Wildlife SystemsTM, and Team TecomateSM; all know-how, software and trade secrets, including, without limitation, the Tecomate Food Plot SystemSM; and all domain names, all as reflected on Schedule 3(k)(i); and
2. Any and all claims and rights, including, without limitation, any and all accounts receivable allocable or attributable to, the television show "Bucks of Tecomate" to be broadcast on Versus Cable Network pursuant to that certain Letter Agreement among Seller, Orion Multimedia, LLC, and Outdoor Life Network, LLC, a/k/a Versus Network ("OLN"), dated June 29, 2006, and that certain Rights Agreement between Seller and OLN, dated as of June 29, 2006, and any and all accounts receivable attributable or allocable thereto;
3. Any and all claims and rights, including, without limitation, any and all accounts receivable allocable or attributable to, any productions created, compiled, or produced, including without limitation, the unfinished video "Bucks of Tecomate", pursuant to that certain Cooperative Agreement for Video/DVD Production between Jaycox and Boone Outdoor Productions, Inc., and Seller, dated as of May 1, 2005;
4. Any and all claims and rights, including, without limitation, any and all accounts receivable allocable or attributable to, Seller's Consulting Services Division, to the extent the same shall accrue (i.e., such accounts receivable shall be deemed to have accrued at such time as services shall have been rendered by Seller's "Pro-Staff Biologists", regardless of when such accounts shall have been billed or invoiced in the ordinary course of Seller's Business) on or after the Closing Date;
5. Any and all claims and rights, including, without limitation, any and all accounts receivable allocable or attributable to, the Sponsorship Agreements; and
6. That certain the JVC GY-HD110 camera(s), serial number 000002180 RC, and camera bag, Cartoni (Action Pro) tripod, and any associated camera equipment purchased by or provided to Seller pursuant to that certain Letter Agreement among Tecomate Wildlife Systems, Ltd., Orion Multimedia, LLC, and Outdoor Life Network, LLC, dated June 29, 2006.
7. Any and all rights, claims, and interest pursuant to the following:
 - (i) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Jordan Outdoor Enterprises, Ltd., dated December 5, 2006
 - (ii) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Thompson/Center, dated October 31, 2006

TRADEMARK

REEL: 003578 FRAME: 0831

- (iii) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and GSM, LLC, dated November 9, 2006
 - (iv) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Barenbrug USA, Inc., d/b/a Tecomate Seed Company, dated January 1, 2007
 - (v) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Code Blue, dated February 1, 2007
 - (vi) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Olin Corporation, dated as of March 22, 2007
 - (vii) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and Nikon, Inc., dated May 9, 2007
 - (viii) Sponsorship Agreement between Tecomate Wildlife Systems, Ltd., and John Deere, dated May 1, 2007
8. Any and all claims and rights, including, without limitation, any and all accounts receivable allocable or attributable to, any productions created, compiled, or produced, including without limitation, the video "Growing Monster Plots"

Exhibit B to Bill of Sale

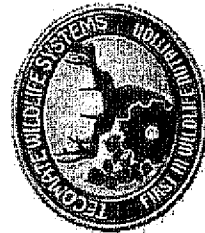
Pending Federal Trademark Applications

Trademark	Appl. No.	Filing Date	Owner	Status	Goods/Services
TECOMATE WHITETAIL FRONTIERS	78/973,499	13-Sep-06	Tecomate Wildlife Systems, Ltd.	pending	Entertainment services in the nature of on-going television programs featuring hunting and outdoor recreation and land management, namely wildlife, fisheries, forestry and food plot management and development
TECOMATE PROPERTIES	78/973,457	13-Sep-06	Tecomate Wildlife Systems, Ltd.	pending	Real estate brokerage
TECOMATE WILDLIFE SYSTEMS	78/973,481	13-Sep-06	Tecomate Wildlife Systems, Ltd.	pending	Rural and recreational land management consulting services, namely wildlife, forestry, fisheries and food plot management and development
TEAM TECOMATE	78/973,477	13-Sep-06	Tecomate Wildlife Systems, Ltd.	pending	Infrared cameras
TEAM TECOMATE	78/973,472	13-Sep-06	Tecomate Wildlife Systems, Ltd.	pending	Wildlife feeders

Domains

www.tecomate.com
www.tecomateproperties.com
www.TecomateRanch.com
Common Law Trademarks

TECOMATE
 THE BUCKS OF TECOMATE
 TECOMATE WILDLIFE SYSTEMS



TECOMATE
 wildlife systems

