

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Russell Winnett		05/10/2007	INDIVIDUAL: UNITED STATES
Mike Fanelli		05/10/2007	INDIVIDUAL: UNITED STATES
Keith Harrington		05/10/2007	INDIVIDUAL: UNITED STATES
Diamond Garden Supply		05/10/2007	CORPORATION: CALIFORNIA
Global Product Solutions, LLC		05/10/2007	LIMITED LIABILITY COMPANY: NEVADA
Greg Moore		05/10/2007	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	R&M Supply, Inc
<b>Street Address:</b>	4745 Hiers Avenue
<b>Internal Address:</b>	Suite A
<b>City:</b>	Riverside
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92505
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	78480984	C. A. P. CUSTOM AUTOMATED PRODUCTS

**CORRESPONDENCE DATA**

Fax Number: (310)586-7800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-586-7700  
 Email: warshawskyk@gtlaw.com  
 Correspondent Name: Gregory A. Nylén  
 Address Line 1: 2450 Colorado Avenue, Suite 400  
 Address Line 2: GREENBERG TRAUIG, LLP  
 Address Line 4: Santa Monica, CALIFORNIA 90404

**TRADEMARK**

**CH \$40.00 78480984**

NAME OF SUBMITTER:	James D. Smith
Signature:	/s/ James D. Smith
Date:	08/10/2007

**Total Attachments: 41**

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**SETTLEMENT AGREEMENT  
AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made by and between Russell Winnett ("Winnett"), Mike Fanelli ("Fanelli"), Paul Winnett ("Paul"), Kimberly Winnett ("Kimberly"), Gayle Fanelli ("Gayle"), Global Product Solutions, LLC ("Global"), Keith Harrington ("Harrington") and Greg Moore ("Moore"), on the one hand, and Mark Lovinger ("Mark"), Roberta Lovinger ("Roberta"), and R&M Supply, Inc. ("R&M"), on the other hand. At times herein, Winnett, Fanelli, Paul, Kimberly, Gayle, Global, Harrington, Moore, Mark, Roberta and R&M will be collectively referred to as the "Parties." This Agreement is dated May 10, 2007, which date is used for reference purposes only.

- A. Winnett currently owns eighteen thousand five hundred (18,500) shares of common stock in R&M (the "Winnett Stock"). Fanelli currently owns eighteen thousand seven hundred fifty (18,750) shares of common stock in R&M (the "Fanelli Stock"). Paul currently owns two hundred fifty (250) shares of common stock in R&M (the "Paul Stock"). The Winnett Stock, Fanelli Stock and Paul Stock shall be collectively referred to as the "Redemption Stock."
- B. Winnett and Fanelli served as employees of R&M until August 11, 2004, (the "Employment").
- C. Winnett and Fanelli filed an action in Riverside County Superior Court entitled *Winnett, et al. v. Lovinger, et al.*, bearing Case No. RIC 429473 (the "State Action") against Mark, Roberta and R&M. The State Action expressly includes, but it is not limited to, all claims for breach of fiduciary duty between the Parties.
- D. R&M filed an action in United State District Court for the District of Arizona, entitled *R&M Supply, Inc v. Winnett, et al.*, bearing Case No. CIV 05-4017-PHX-ROS (the "Federal Action") against Winnett, Kimberly, Fanelli, Gayle and Global.
- E. A dispute exists between the Winnett, Fanelli, Harrington, Moore and Global, on the one hand, and Mark, Roberta and R&M, on the other hand, regarding the usage of certain logos and names used by Parties (the "Trademarks"). The Trademarks are further set forth in a schedule attached hereto as Exhibit A.
- F. Each Party has claimed that the other has made false statements, misbranded products and otherwise acted to impair the sales and growth of their respective competing businesses, claims which are denied by the Party alleged to have performed such acts of unfair competition (the "Unfair Competition Claims").

- G. The Parties desire to resolve all issues concerning the State Action, Federal Action, Employment, Redemption Stock, the Trademarks, the Unfair Competition Claims and the operation of R&M (the "Resolution").
- H. The Parties have reached an agreement for a redemption of the Redemption Stock by R&M, termination of the Employment, settlement of the State Action, Federal Action, Trademarks dispute and Unfair Competition Claims.

**NOW THEREFORE**, in mutual consideration hereof, the Parties hereto agree as follows:

1. **Redemption Agreement.** Winnett, Fanelli, Paul and R&M shall be required to execute a redemption agreement whereby R&M shall redeem the Redemption Stock from Winnett, Fanelli and Paul (the "Redemption Agreement"). A copy of the Redemption Agreement is attached hereto as Exhibit B.

2. **Assignment of Trademarks.** Winnett, Fanelli, Harrington, Moore and Global shall be required to execute an assignment agreement whereby all rights, title and interest to the Trademarks are assigned to R&M (the "Assignment Agreement"). Harrington shall execute the Assignment Agreement as an individual, and as the President of Diamond Garden Supply, as well as a Member of Global. Moore will execute the Assignment Agreement as both an individual and as a Member of Global. A copy of the Assignment Agreement is attached hereto as Exhibit C.

3. **Consideration.** Winnett, Fanelli and Paul shall collectively receive the total sum of Seventy-Five Thousand Dollars (\$75,000.00) from R&M in order to redeem the Redemption Stock as set forth in Redemption Agreement and settle all claims between the Parties concerning the Redemption Stock, the Employment, the State Action, the Federal Action, the Unfair Competition Claims, the Trademarks and the Resolution (collectively, the "Released Claims"). Upon execution of this Agreement by the Parties; execution and completion of all requirements of the Redemption Agreement of equal date, wherein Winnett, Fanelli and Paul are to deliver the Redemption Stock to R&M; and execution of the Assignment Agreement from Winnett, Fanelli and Harrington to R&M concerning the Trademarks; R&M shall submit payment of Seventy-five Thousand Dollars (\$75,000) to counsel for Winnett, Fanelli, and Paul in the form of check made payable to the Client Trust Account of Page Lobo & Costales, PLC (the "Settlement Payment"). Upon submission of the Settlement Payment to counsel for Winnett, Fanelli and Paul, all Parties shall be required to dismiss all complaints and cross-complaints in both the State Action and Federal Action with prejudice within three business (3) days,




4. **Contingencies.** The Parties acknowledge that the execution of the Assignment Agreement by Winnett, Fanelli, Harrington (as both an individual and as the President of Diamond Garden Supply), Moore and Global is a contingency of the effectiveness of this Agreement. The Parties further acknowledge that the execution of the Redemption Agreement by all parties to the Redemption Agreement is also a contingency to the effectiveness of this Agreement. Accordingly, this Agreement shall be deemed null and void unless the Assignment Agreement and Redemption

Agreement are fully executed by all necessary parties within one (1) day of the execution of this Agreement.

5. **Employment and Benefits.** Winnett and Fanelli acknowledge that the Employment terminated as of August 11, 2004, (the "Termination Date"). Winnet, Fanelli and Paul further acknowledge that they have resigned from any position as an officer or director of R&M effective as of the Termination Date. As of the Termination Date, neither Winnett, Fanelli nor Paul shall be entitled to any salary or compensation from R&M.

6. **Release.** The Parties hereto, on their own part, and their respective heirs, executors, administrators, agents, accountants, lawyers and assigns, and all other persons, firms, entities, companies, or corporations, and any other entity or individual claiming by or through him, she or it, hereby releases the other party hereto, together with his, hers or its successors, assigns, employees, agents, partners, property managers, property management companies, contractors, subcontractors and members, from all claims whatsoever known or unknown, arising from the Released Claims. Further, by affixing initials below, the Parties represent and warrant that he, she and/or it, as the case may be, is aware of the provisions of California Civil Code Section 1542, or any other equivalent provision under the law of any other state or federal jurisdiction, and knowingly and intelligently waive such rights as those rights specifically concern the Released Claims. Section 1542 of the California Civil Code provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

 Winnett	_____	_____	 Kimberly	_____	_____	_____	_____
	Fanelli	Paul		Gayle	Mark	Roberta	R&M
	_____	_____	 Global				
	Harrington	Moore					

7. **Governing Law.** This Agreement is to be construed according to the laws of the State of California without regard to California choice of law rules or the choice of law rules of any other jurisdiction.

8. **Venue.** All Parties agree that in any litigation arising out of this Agreement, the correct venue shall be the Superior Court of the State of California, County of Riverside.

9. **Interpretation.** Subject headings of the subparagraphs of this Agreement are included for convenience only, and they shall not effect construction or interpretation of any of its provision(s). The Parties agree that this Agreement, in case of ambiguity, shall be given a fair interpretation, and no ambiguity is to be construed in favor or against either Party.

10. **Merger.** This Agreement, and any exhibits thereto, constitutes the entire agreement

Agreement are fully executed by all necessary parties within one (1) day of the execution of this Agreement.

5. **Employment and Benefits.** Winnett and Fanelli acknowledge that the Employment terminated as of August 11, 2004, (the "Termination Date"). Winnet, Fanelli and Paul further acknowledge that they have resigned from any position as an officer or director of R&M effective as of the Termination Date. As of the Termination Date, neither Winnett, Fanelli nor Paul shall be entitled to any salary or compensation from R&M.

6. **Release.** The Parties hereto, on their own part, and their respective heirs, executors, administrators, agents, accountants, lawyers and assigns, and all other persons, firms, entities, companies, or corporations, and any other entity or individual claiming by or through him, she or it, hereby releases the other party hereto, together with his, hers or its successors, assigns, employees, agents, partners, property managers, property management companies, contractors, subcontractors and members, from all claims whatsoever known or unknown, arising from the Released Claims. Further, by affixing initials below, the Parties represent and warrant that he, she and/or it, as the case may be, is aware of the provisions of California Civil Code Section 1542, or any other equivalent provision under the law of any other state or federal jurisdiction, and knowingly and intelligently waive such rights as those rights specifically concern the Released Claims. Section 1542 of the California Civil Code provides as follows:

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Winnett

Fanelli

Paul

Kimberly

Gayle

Mark

Roberta

R&M

Harrington

Moore

Global

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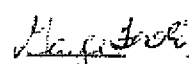
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6. **Release.** The Parties hereto, on their own part, and their respective heirs, executors, administrators, agents, accountants, lawyers and assigns, and all other persons, firms, entities, companies, or corporations, and any other entity or individual claiming by or through him, she or it, hereby releases the other party hereto, together with his, hers or its successors, assigns, employees, agents, partners, property managers, property management companies, contractors, subcontractors and members, from all claims whatsoever known or unknown, arising from the Released Claims. Further, by affixing initials below, the Parties represent and warrant that he, she and/or it, as the case may be, is aware of the provisions of California Civil Code Section 1542, or any other equivalent provision under the law of any other state or federal jurisdiction, and knowingly and intelligently waive such rights as those rights specifically concern the Released Claims. Section 1542 of the California Civil Code provides as follows:

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_____		_____	_____		_____	_____	_____
Winnett	Fanelli Paul	Kimberly	Gayle	Mark	Roberta	R&M	
	_____	_____	_____				
	Harrington	Moore	Global				

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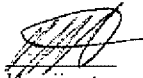

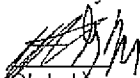
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6. **Release.** The Parties hereto, on their own part, and their respective heirs, executors, administrators, agents, accountants, lawyers and assigns, and all other persons, firms, entities, companies, or corporations, and any other entity or individual claiming by or through him, she or it, hereby releases the other party hereto, together with his, hers or its successors, assigns, employees, agents, partners, property managers, property management companies, contractors, subcontractors and members, from all claims whatsoever known or unknown, arising from the Released Claims. Further, by affixing initials below, the Parties represent and warrant that he, she and/or it, as the case may be, is aware of the provisions of California Civil Code Section 1542, or any other equivalent provision under the law of any other state or federal jurisdiction, and knowingly and intelligently waive such rights as those rights specifically concern the Released Claims. Section 1542 of the California Civil Code provides as follows:

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Winnett	Fanelli	Paul	Kimberly	Gayle	Mark	Roberta	R&M
							
	Harrington	Moore	Global				

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10. **Merger.** This Agreement, and any exhibits thereto, constitutes the entire agreement

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SETTLEMENT AGREEMENT AND RELEASE



between the Parties pertaining to the Released Claims contained in it, and it supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. However, this Agreement expressly incorporates the terms of the Redemption Agreement of equal date, which concerns the redemption by R&M of the Redemption Stock. This Agreement also expressly incorporates the terms of the Assignment Agreement of equal date, which concerns the assignment of the Trademarks to R&M. No supplements, modifications or amendments of this Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

11. **Attorneys' Fees.** In any action arising between the Parties concerning, relating to or arising from this Agreement or the Released Claims, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs.

12. **No Admission.** Each of the Parties hereto denies, and nothing herein shall be deemed or construed to be an admission or concession of any liability or fault in respect of any of the allegations made or which could have been made by or against any of the Parties to this Agreement, for any purpose.

13. **Counterparts.** This Agreement may be signed in counterparts each of which constitutes one and the same instrument and shall be binding and enforceable as if all the Parties have executed the same copy hereof. This Agreement may also be executed and transmitted via facsimile, which facsimile copy shall be binding and enforceable.

14. **Further Documentation.** Each Party hereto agrees to execute such further papers or documents that shall be necessary or proper in order to fulfill the terms and conditions of the Agreement.

15. **Authority.** Each of the Parties hereto warrants and represents that it has the absolute authority and right to execute this Agreement and to carry out the obligations set out in and the intent of the Agreement. If a Party is a corporation or a limited liability company, the individual or individuals signing on behalf of the Party represents he or she has the requisite authority and power to bind said corporation or limited liability company, and that at the time of signing this Agreement, the corporation or limited liability company has approved the execution of this Agreement. If for any reason the corporation or entity fails to act or does not exist as set forth in this Agreement the individual signing this Agreement agrees to fulfill all obligations set forth in this Agreement as an individual.

16. **No Assignments.** Each of the Parties hereto represents and warrants that the Parties have not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred or hypothecated, or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest herein, based upon or arising out of or pertaining to or concerning or connected with, any matters, facts, events, circumstances or things released herein.

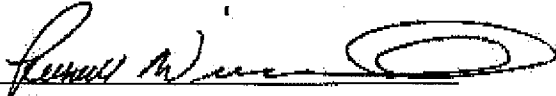
IN WITNESS WHEREOF, the Parties agree to the foregoing as of the date set forth below.

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SETTLEMENT AGREEMENT AND RELEASE

Dated: 5-27, 2007

Winnett

  
\_\_\_\_\_  
Russell Winnett

Dated: \_\_\_\_\_, 2007

Fanelli

\_\_\_\_\_  
Mike Fanelli

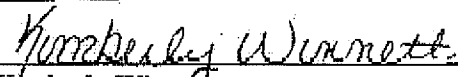
Dated: \_\_\_\_\_, 2007

Paul

\_\_\_\_\_  
Paul Winnett

Dated: 5-27, 2007

Kimberly

  
\_\_\_\_\_  
Kimberly Winnett

Dated: \_\_\_\_\_, 2007

Gayle

\_\_\_\_\_  
Gayle Fanelli

Dated: \_\_\_\_\_, 2007

Harrington

\_\_\_\_\_  
Keith Harrington

Dated: \_\_\_\_\_, 2007

Moore

\_\_\_\_\_  
Greg Moore

Dated: \_\_\_\_\_, 2007

Winnett

\_\_\_\_\_  
Russell Winnett

Dated: 6/13, 2007

Fanelli

*Mike Fanelli*  
Mike Fanelli

Dated: \_\_\_\_\_, 2007

Paul

\_\_\_\_\_  
Paul Winnett

Dated: \_\_\_\_\_, 2007

Kimberly

\_\_\_\_\_  
Kimberly Winnett

Dated: 6-13, 2007

Gayle

*Gayle Fanelli*  
Gayle Fanelli

Dated: \_\_\_\_\_, 2007

Harrington

\_\_\_\_\_  
Keith Harrington

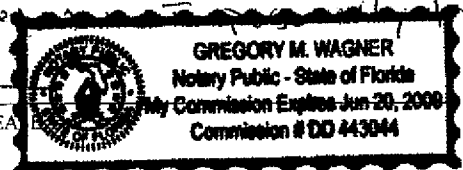
Dated: \_\_\_\_\_, 2007

Moore

\_\_\_\_\_  
Greg Moore

I Gregory Wagner hereby swear that the signatures of Mike Fanelli AND Gayle Fanelli are in fact their signatures and that they are then to be so

SETTLEMENT AGREEMENT AND RELEASE



Dated: \_\_\_\_\_, 2007

Winnett

\_\_\_\_\_  
Russell Winnett

Dated: \_\_\_\_\_, 2007

Fanelli

\_\_\_\_\_  
Mike Fanelli

Dated: \_\_\_\_\_, 2007

Paul

\_\_\_\_\_  
Paul Winnett

Dated: \_\_\_\_\_, 2007

Kimberly

\_\_\_\_\_  
Kimberly Winnett

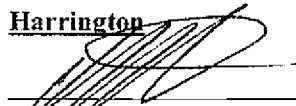
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Gayle

\_\_\_\_\_  
Gayle Fanelli

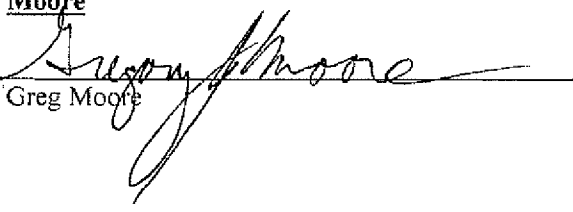
Dated: 5/29, 2007

Harrington

  
\_\_\_\_\_  
Keith Harrington

Dated: 5/29, 2007

Moore

  
\_\_\_\_\_  
Greg Moore

SETTLEMENT AGREEMENT AND RELEASE

Dated: 5-27, 2007

**Global**

GLOBAL PRODUCT SOLUTIONS, LLC

By:   
Sheilah King, Manager

By: \_\_\_\_\_  
Greg Moore, \_\_\_\_\_ (title)

By: \_\_\_\_\_  
Keith Harrington, \_\_\_\_\_ (title)

Dated: \_\_\_\_\_, 2007

**Mark**

\_\_\_\_\_  
Mark Lovinger

Dated: \_\_\_\_\_, 2007

**Roberta**

\_\_\_\_\_  
Roberta Lovinger

Dated: \_\_\_\_\_, 2007

**R&M**

R&M SUPPLY, INC., a California corporation

By: \_\_\_\_\_  
Mark Lovinger, President

SA\Jl Clients\DISCOUNT GARDEN 6281\Winnetx v. Lovinger.004\Docs\Settlement Agmt Winnetx v. Lovinger -- 5-22-07.doc

Dated: 5/29, 2007

**Global**

GLOBAL PRODUCT SOLUTIONS, LLC

By: \_\_\_\_\_  
Sheilah King, Manager

By: Gregory Moore  
Greg Moore, member (title)

By: Keith Harrington  
Keith Harrington, member (title)

Dated: \_\_\_\_\_, 2007

**Mark**

\_\_\_\_\_  
Mark Lovinger

Dated: \_\_\_\_\_, 2007

**Roberta**

\_\_\_\_\_  
Roberta Lovinger

Dated: \_\_\_\_\_, 2007

**R&M**

R&M SUPPLY, INC., a California corporation

By: \_\_\_\_\_  
Mark Lovinger, President

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Dated: \_\_\_\_\_, 2007

**Global**

GLOBAL PRODUCT SOLUTIONS, LLC


By: \_\_\_\_\_  
Sheilah King, Manager

By: \_\_\_\_\_  
Greg Moore, \_\_\_\_\_ (title)

By: \_\_\_\_\_  
Keith Harrington, \_\_\_\_\_ (title)


Dated: 6-13, 2007

**Mark**

  
\_\_\_\_\_  
Mark Lovinger

Dated: 6-13, 2007

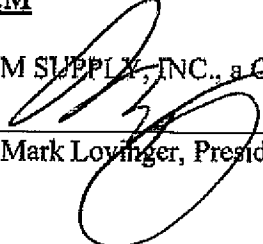
**Roberta**

  
\_\_\_\_\_  
Roberta Lovinger

Dated: 6-13, 2007

**R&M**

R&M SUPPLY, INC., a California corporation

By:   
\_\_\_\_\_  
Mark Lovinger, President

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**EXHIBIT A**

**TRADEMARKS**

1. Custom Automated Products

2. C.A.P.



5. C. A. P. Custom  
Automated Products

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**EXHIBIT A**

**TRADEMARK**  
**REEL: 003599 FRAME: 0245**



**EXHIBIT B**

**REDEMPTION AGREEMENT**

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**EXHIBIT B**

**EXHIBIT C**

**ASSIGNMENT AGREEMENT**

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**EXHIBIT C**

**ASSIGNMENT AGREEMENT**

This Assignment Agreement, (the "Agreement"), dated May 10, 2007, which date is used for reference purposes only, is entered into by and between Russell Winnett, ("Winnett"), Mike Fanelli ("Fanelli"), Keith Harrington ("Harrington"), Diamond Garden Supply, a California Corporation ("Diamond"), Global Product Solutions, LLC, a Nevada limited liability company ("Global"), Greg Moore ("Moore") (Winnett, Fanelli, Harrington, Diamond, Global and Moore shall be collectively referred to herein as the "Assignor"), on the one hand, and R&M Supply, Inc., a California corporation ("Assignee"), on the other hand. At times in this Agreement, Assignor and Assignee will be referred to individually as a "Party" and cumulatively as the "Parties."

**RECITALS**

A. A dispute exists between Assignor and Assignee as to the ownership of certain intellectual property set forth on the schedule attached hereto as Exhibit A (collectively, the "Trademarks").

B. Winnett has filed a trademark application with the United States Patent and Trademark Office for registration of one of the Trademarks, "C.A.P. Custom Automated Products" with an Application Number 78480984 (the "Application"). Assignee has also filed an opposition to the Application.

C. Assignor has agreed to assign to Assignee all of the rights in and relating to the Trademarks and the Application.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements described herein, the Parties agree as follows:

**OPERATIVE PROVISIONS**

1. **Assignment of the Trademarks.** Based on and subject to the terms and conditions set forth in this Agreement and for the consideration set forth below, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby agrees to purchase from Assignor;

1.1 **Transfer of All Rights.** All the property, right, title and interest in and to the Trademarks, including all common law rights connected therein together with the goodwill relating to the goods and services in respect of which the Trademarks are used, and all rights therein at common law;

1.2 **Transfer of Application.** All right, title and interest in and to the Application, including all common law rights connected therein.

1.3 **Trademark Registration.** All the full benefit of any future registration of the Trademarks as deemed appropriate by the sole discretion of Assignee, provided, however,

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Assignee

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Assignor    \_\_\_\_\_  
Assignor    Assignor    *[Signature]*    Assignor  
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Assignor    Assignor

**ASSIGNMENT AGREEMENT**

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**B.** Winnett has filed a trademark application with the United States Patent and Trademark Office for registration of one of the Trademarks, "C.A.P. Custom Automated Products" with an Application Number 78480984 (the "Application"). Assignee has also filed an opposition to the Application.

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Assignee

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Assignor    Assignor    Assignor    Assignor  
  
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Assignor    Assignor

**ASSIGNMENT AGREEMENT**

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**RECITALS**

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B. Winnett has filed a trademark application with the United States Patent and Trademark Office for registration of one of the Trademarks, "C.A.P. Custom Automated Products" with an Application Number 78480984 (the "Application"). Assignee has also filed an opposition to the Application.

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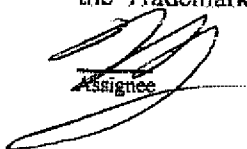
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1.1 **Transfer of All Rights.** All the property, right, title and interest in and to the Trademarks, including all common law rights connected therein together with the goodwill relating to the goods and services in respect of which the Trademarks are used, and all rights therein at common law;

1.2 **Transfer of Application.** All right, title and interest in and to the Application, including all common law rights connected therein.

1.3 **Trademark Registration.** All the full benefit of any future registration of the Trademarks as deemed appropriate by the sole discretion of Assignee, provided, however,

  
Assignee

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Assignor   Assignor

that it is distinctly to be understood that Assignor neither warrants nor guarantees that such registrations will be provided by the respective governmental authorities involved, and

1.4 **Enforcement.** All rights, both at law and in equity, to maintain and enforce any rights existing in the Trademarks, including but not being limited to commencing and maintaining legal proceedings for passing off or infringement of the Trademarks or any such similar proceedings in respect of the Trademarks.

2. **Closing Date.** The Closing Date shall be the date of execution of this Agreement.

3. **Indemnification.** Assignee shall indemnify, defend and hold Assignor harmless from any liability, claim, damages, lien, judgment or penalty, including reasonable attorneys' fees and costs, arising out of the activities of Assignee related to the Trademarks or any warranty of Assignee in Section 7 below that is not true and accurate. Assignor shall indemnify, defend and hold Assignee harmless from any liability, claim, damages, lien, judgment or penalty, including reasonable attorneys' fees and costs, arising out of the activities of Assignor with respect to the Trademarks or any warranty of Assignor in Section 6 below that is not true and accurate.

4. **Consideration.**

4.1 **Purchase Price.** The total purchase price for the Trademarks will be will be Ten Dollars (\$10.00), which has already been received by Assignor.

4.2 **Assumption of Liabilities.** It is expressly understood and agreed that Assignee shall not be liable for any of the obligations or liabilities of Assignor of any kind and nature, including taxes and secured obligations or liens from any source whatsoever.

5. **Further Documentation.** Upon the execution of this Agreement, Assignee and Assignor agree to execute such further papers or documents that shall be necessary or proper in order to fulfill the terms and conditions of the Agreement.

5.1 **Application Assignment.** Assignor and Winnett expressly acknowledge that to effect the assignment of the Application, the Assignor and Winnett shall execute and have notarized any documents necessary or required for the assignment of the Application. After receipt of official acknowledgement of the assignment of the Application from Winnett to Assignee from the United States Patent and Trademark Office Assignee shall dismiss its opposition to the Application.

6. **Assignor's Warranties.**

6.1 **Qualification.** The Assignor warrants that to the best of its knowledge, other than the dispute with Assignee, it is the sole legal and beneficial owner of the Trademarks free and clear of any third party interests, claims, liens or other encumbrances or other rights or restrictions whatsoever.

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Assignee

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**1.4 Enforcement.** All rights, both at law and in equity, to maintain and enforce any rights existing in the Trademarks, including but not being limited to commencing and maintaining legal proceedings for passing off or infringement of the Trademarks or any such similar proceedings in respect of the Trademarks.

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**3. Indemnification.** Assignee shall indemnify, defend and hold Assignor harmless from any liability, claim, damages, lien, judgment or penalty, including reasonable attorneys' fees and costs, arising out of the activities of Assignee related to the Trademarks or any warranty of Assignee in Section 7 below that is not true and accurate. Assignor shall indemnify, defend and hold Assignee harmless from any liability, claim, damages, lien, judgment or penalty, including reasonable attorneys' fees and costs, arising out of the activities of Assignor with respect to the Trademarks or any warranty of Assignor in Section 6 below that is not true and accurate.

**4. Consideration.**

**4.1 Purchase Price.** The total purchase price for the Trademarks will be Ten Dollars (\$10.00), which has already been received by Assignor.

**4.2 Assumption of Liabilities.** It is expressly understood and agreed that Assignee shall not be liable for any of the obligations or liabilities of Assignor of any kind and nature, including taxes and secured obligations or liens from any source whatsoever.

**5. Further Documentation.** Upon the execution of this Agreement, Assignee and Assignor agree to execute such further papers or documents that shall be necessary or proper in order to fulfill the terms and conditions of the Agreement.

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**6. Assignor's Warranties.**

**6.1 Qualification.** The Assignor warrants that to the best of its knowledge, other than the dispute with Assignee, it is the sole legal and beneficial owner of the Trademarks free and clear of any third party interests, claims, liens or other encumbrances or other rights or restrictions whatsoever.

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Assignee

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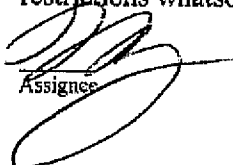
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**6. Assignor's Warranties.**

**6.1 Qualification.** The Assignor warrants that to the best of its knowledge, other than the dispute with Assignee, it is the sole legal and beneficial owner of the Trademarks free and clear of any third party interests, claims, liens or other encumbrances or other rights or restrictions whatsoever.

  
Assignee

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Assignor    Assignor    Assignor    Assignor  
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**6.2 Organization.** Diamond was a California corporation, that as of the date of this agreement has been revoked or cancelled by the State of California. Global is a limited liability company validly existing and in good standing under the laws of the State of Nevada.

**6.3 Validity and Execution of Agreement.** Assignor has the full legal right, capacity and power, and all requisite corporate authority and approval required, to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its obligations hereunder and thereunder. Any necessary board of directors of the Assignor has approved the transactions contemplated pursuant to this Agreement. This Agreement and such other agreements and instruments have been duly executed and delivered by Assignor and each constitutes the valid and binding obligation of Assignor enforceable against it in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

**6.4 No Conflict.** Neither the execution and delivery of this Agreement nor the performance by the Assignor of the transactions contemplated hereby will result in the creation or imposition of any lien in or upon the Trademarks or constitute a default (or an event which might, with the passage of time or the giving of notice, or both, constitute a default) under any material contract to which Assignor is a party.

**6.5 Compliance with Applicable Law.** The ownership and use of the Trademarks do not and will not, when owned, used, or operated by Assignee, infringe upon any trademark or any other intellectual property rights of any third party, and there are no third party rights that would hinder Assignee's use of the Trademark.

**6.6 No Previous Grant or License.** Assignor has not previously granted any right, title, license or interest in the Trademarks to any other party.

**6.7 Restriction on Future Use.** Assignor shall not at any time hereafter use the Trademarks or any other mark so resembling any of the Trademarks as to be likely to deceive or cause confusion.

**6.8 Administrative Requirements.** Assignor represents and warrants to Assignee that there are no notices, actions, suits, proceedings, claims, complaints, disputes, arbitrations or investigations (collectively, "Claims") pending or, to the knowledge of Assignor, threatened, at law, in equity, in arbitration or before any Governmental Authority against Assignor related to the Trademarks. No order has been issued by any court or other Governmental Authority against Assignor related to the Trademarks purporting to enjoin or restrain the execution, delivery or performance of this Agreement.

**6.9 Veracity.** Assignor represents and warrants to Assignee that this Agreement, any exhibits attached hereto, and any other statement or document furnished to Assignee in connection with the transaction do not contain any known untrue statement of a

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Assignee

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Assignor Assignor

**6.2 Organization.** Diamond was a California corporation, that as of the date of this agreement has been revoked or cancelled by the State of California. Global is a limited liability company validly existing and in good standing under the laws of the State of Nevada.

**6.3 Validity and Execution of Agreement.** Assignor has the full legal right, capacity and power, and all requisite corporate authority and approval required, to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its obligations hereunder and thereunder. Any necessary board of directors of the Assignor has approved the transactions contemplated pursuant to this Agreement. This Agreement and such other agreements and instruments have been duly executed and delivered by Assignor and each constitutes the valid and binding obligation of Assignor enforceable against it in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

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Assignee

M.F.  
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Assignor    Assignor    Assignor    Assignor  
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Assignor    Assignor

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**6.3 Validity and Execution of Agreement.** Assignor has the full legal right, capacity and power, and all requisite corporate authority and approval required, to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its obligations hereunder and thereunder. Any necessary board of directors of the Assignor has approved the transactions contemplated pursuant to this Agreement. This Agreement and such other agreements and instruments have been duly executed and delivered by Assignor and each constitutes the valid and binding obligation of Assignor enforceable against it in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

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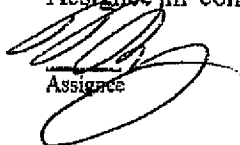
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Assignee

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Assignor    Assignor    Assignor    Assignor  
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material fact or omit any material fact necessary to make the statements contained therein not misleading.

7. **Assignee's Warranties.** The Assignee represents and warrants to the Assignor as follows:

7.1 **Organization.** It is a corporation validly existing and in good standing under the laws of the State of California.

7.2 **Validity and Execution of Agreement.** The Assignee has the full legal right, capacity and power and all requisite authority and approval required to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its respective obligations hereunder and thereunder. The Trustee of the Assignee has approved to the extent required by law the transactions contemplated by this Agreement and each of the other agreements required to be entered into pursuant hereto by the Assignee and no other approvals are required. This Agreement and such other agreements and instruments have been duly executed and delivered by the Assignee and each constitutes the valid and binding obligation of the Assignee enforceable against it in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

7.3 **No Conflict.** Neither the execution and delivery of this Agreement nor the performance by the Assignee of the transactions contemplated herein will violate or conflict with (a) any of the provisions of the organizational documents of Assignee; or (b) result in the acceleration of, or entitle any party to accelerate the maturity or the cancellation of the performance of any obligation under, or result in the creation or imposition of any Lien or constitute a default (or an event which might, with the passage of time or the giving of notice, or both, constitute a default) under any material contract to which Assignee is a party.

7.4 **Veracity.** Assignee represents and warrants to Assignor that this Agreement, any exhibits attached hereto, and any other statement or document furnished to Assignor in connection with the transaction do not contain any known untrue statement of a material fact or omit any material fact necessary to make the statements contained therein not misleading.

8. **Future Use.** After the Closing Date, Assignor (nor any entity in which Winnett, Fanelli, Harrington, Diamond, Global or Moore has any interest) shall not make any claim or bring any action, suit, proceeding or complaint asserting that Assignee cannot proceed forward with the Application, or that Assignee cannot use the Trademarks, product designs related to the Trademarks, or any other product designs or trade secrets used by Assignee in the business of Assignee, or cause any third party to bring such an action, suit, proceeding or complaint. The Parties acknowledge that by way of this Agreement Assignor will have no further right, title or interest to the Trademarks or the Application, however, Assignor may continue to use any other product designs or trade secrets in use by Assignors for the business of Assignors prior to the

Assignee

Assignor Assignor Assignor Assignor  
Assignor Assignor

material fact or omit any material fact necessary to make the statements contained therein not misleading.

**6.10 No Additional Trademarks.** Assignor represents and warrants to Assignee that, other than the Application as set forth herein, Assignor, nor any person or entity affiliated with Assignor, has registered or filed an application for a trademark or service mark with the United States Patent and Trademark Office, or any other similar agency in any jurisdiction, for any of the Trademarks or any other mark so resembling any of the Trademarks as to be likely to deceive or cause confusion.

**7. Assignee's Warranties.** The Assignee represents and warrants to the Assignor as follows:

**7.1 Organization.** It is a corporation validly existing and in good standing under the laws of the State of California.

**7.2 Validity and Execution of Agreement.** The Assignee has the full legal right, capacity and power and all requisite authority and approval required to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its respective obligations hereunder and thereunder. The Trustee of the Assignee has approved to the extent required by law the transactions contemplated by this Agreement and each of the other agreements required to be entered into pursuant hereto by the Assignee and no other approvals are required. This Agreement and such other agreements and instruments have been duly executed and delivered by the Assignee and each constitutes the valid and binding obligation of the Assignee enforceable against it in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

**7.3 No Conflict.** Neither the execution and delivery of this Agreement nor the performance by the Assignee of the transactions contemplated herein will violate or conflict with (a) any of the provisions of the organizational documents of Assignee; or (b) result in the acceleration of, or entitle any party to accelerate the maturity or the cancellation of the performance of any obligation under, or result in the creation or imposition of any Lien or constitute a default (or an event which might, with the passage of time or the giving of notice, or both, constitute a default) under any material contract to which Assignee is a party.

**7.4 Veracity.** Assignee represents and warrants to Assignor that this Agreement, any exhibits attached hereto, and any other statement or document furnished to Assignor in connection with the transaction do not contain any known untrue statement of a material fact or omit any material fact necessary to make the statements contained therein not misleading.

**8. Future Use.** After the Closing Date, Assignor (nor any entity in which Winnett, Fanelli, Harrington, Diamond, Global or Moore has any interest) shall not make any claim or

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Assignee

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Assignor    Assignor

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**6.10 No Additional Trademarks.** Assignor represents and warrants to Assignee that, other than the Application as set forth herein, Assignor, nor any person or entity affiliated with Assignor, has registered or filed an application for a trademark or service mark with the United States Patent and Trademark Office, or any other similar agency in any jurisdiction, for any of the Trademarks or any other mark so resembling any of the Trademarks as to be likely to deceive or cause confusion.

**7. Assignee's Warranties.** The Assignee represents and warrants to the Assignor as follows:

**7.1 Organization.** It is a corporation validly existing and in good standing under the laws of the State of California.

**7.2 Validity and Execution of Agreement.** The Assignee has the full legal right, capacity and power and all requisite authority and approval required to enter into, execute and deliver this Agreement and any other agreement or instrument contemplated hereby, and to perform fully its respective obligations hereunder and thereunder. The Trustee of the Assignee has approved to the extent required by law the transactions contemplated by this Agreement and each of the other agreements required to be entered into pursuant hereto by the Assignee and no other approvals are required. This Agreement and such other agreements and instruments have been duly executed and delivered by the Assignee and each constitutes the valid and binding obligation of the Assignee enforceable against it in accordance with their respective terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

**7.3 No Conflict.** Neither the execution and delivery of this Agreement nor the performance by the Assignee of the transactions contemplated herein will violate or conflict with (a) any of the provisions of the organizational documents of Assignee; or (b) result in the acceleration of, or entitle any party to accelerate the maturity or the cancellation of the performance of any obligation under, or result in the creation or imposition of any Lien or constitute a default (or an event which might, with the passage of time or the giving of notice, or both, constitute a default) under any material contract to which Assignee is a party.

**7.4 Veracity.** Assignee represents and warrants to Assignor that this Agreement, any exhibits attached hereto, and any other statement or document furnished to Assignor in connection with the transaction do not contain any known untrue statement of a material fact or omit any material fact necessary to make the statements contained therein not misleading.

**8. Future Use.** After the Closing Date, Assignor (nor any entity in which Winnett, Fancher, Harrington, Diamond, Global or Moore has any interest) shall not make any claim or

*[Handwritten signature]*  
Assignee

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Assignor    Assignor    Assignor    Assignor  
\_\_\_\_\_  
Assignor    Assignor

Closing Date so long as such product designs and trade secrets of Assignor, does not include the use of any other marks or names that are confusingly similar to the Trademarks.

9. **Excise and Property Taxes.** Assignor shall pay all sales and use taxes arising out of the transfer of the Trademarks. Unless otherwise stated herein, Assignee shall not be responsible for any business, occupation, withholding, or similar tax, or any taxes of any kind of Assignor related to any period before the Closing Date.

10. **Default.**

10.1 **Default by Assignee.** In the event of a default by Assignee in the performance of any obligations under this Agreement, prior to the Closing Date, Assignor may terminate this Agreement and all future rights and obligations of Assignee and Assignor shall terminate, except as and to the extent specifically provided otherwise in this Agreement. If Assignee should default in the performance of any obligations under this Agreement Assignor may pursue all remedies available to Assignor by law.

10.2 **Default by Assignor.** In the event of a default by Assignor in the performance of any obligations under this Agreement, prior to the Closing Date, Assignee may terminate this Agreement and all future rights and obligations of Assignee and Assignor shall terminate, except as and to the extent specifically provided otherwise in this Agreement. If Assignor should default in the performance of any obligations under this Agreement Assignee may pursue all remedies available to Assignee by law.

11. **Entire Agreement.** This Agreement, together with the any exhibits attached hereto constitutes the entire agreement among the Parties concerning the contents of this Agreement.

12. **Amendment.** This Agreement may only be amended by a written document signed by all of the Parties.

13. **Binding Effect.** Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective legal representatives, successors and assigns.

14. **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

15. **Notice.** Any notice given to any party hereto shall be in writing to the other party hereto. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given or sent (a) when received, if dispatched by registered or certified mail (return receipt requested), (b) when received, if delivered in hand or by facsimile transmission with a copy thereof sent by reputable overnight courier which requires a signature of the receiving party, or (c) on the following business day, if dispatched by a

Assignee

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Assignor Assignor Assignor Assignor

\_\_\_\_\_  
Assignor Assignor

bring any action, suit, proceeding or complaint asserting that Assignee cannot proceed forward with the Application, or that Assignee cannot use the Trademarks, product designs related to the Trademarks, or any other product designs or trade secrets used by Assignee in the business of Assignee, or cause any third party to bring such an action, suit, proceeding or complaint. The Parties acknowledge that by way of this Agreement Assignor will have no further right, title or interest to the Trademarks or the Application, however, Assignor may continue to use any other product designs or trade secrets in use by Assignors for the business of Assignors prior to the Closing Date so long as such product designs and trade secrets of Assignor, does not include the use of any other marks or names that are confusingly similar to the Trademarks.

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Assignee

M.F.  
\_\_\_\_\_  
Assignor    Assignor    Assignor    Assignor  
  
\_\_\_\_\_  
Assignor    Assignor



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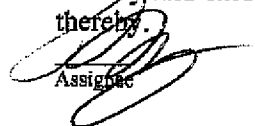
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Assignee

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Assignor   Assignor   Assignor   Assignor  
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Assignor   Assignor

reputable overnight courier which requires a signature of the receiving party, in each case to the party intended at its address as follows (or at such other address as may hereafter be specified by such party from time to time by like notices):

**To Assignee:**

R&M Supply, Inc.  
4745 Hiers Avenue, Ste. A  
Riverside, CA 92505  
Attn: Mark Lovinger

**To Assignor:**

Russell Winnett  
PO Box 3262  
Arizona City, AZ. 85223

16. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to the choice of law rules applied in the State of California or any other jurisdiction. Any action brought under this Agreement shall be venued in the County of Riverside, State of California.

17. **Construction.** The Agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all of the Parties prepared this Agreement. The masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, the plural number and past and future tenses, respectively, where the context so requires.


18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. This Agreement may also be executed and transmitted via facsimile, which facsimile copy shall be binding and enforceable.

19. **Assignment.** Without the express written consent of either Party, the Parties may not assign their rights pursuant to this Agreement.

20. **Non-Waiver.** No failure by Assignee or Assignor to take action on account of any default whether in a single instance or repeatedly shall constitute a waiver of any such default. Any waiver of default must be in writing and signed by the waiving party. No express waiver by any party of any provision or performance hereunder, or of any default, shall be considered a waiver by such party of any default of any other or future provision, performance, or default.

21. **Prevailing Parties.** If any legal action, arbitration or other proceeding is commenced arising out of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and expenses, including expert witness fees and costs. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise.

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Assignee

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Assignor Assignor  Assignor Assignor  
\_\_\_\_\_  
Assignor Assignor

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**To Assignor:**

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Assignee

M.F.  
Assignor    Assignor    Assignor    Assignor  
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Assignor    Assignor

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Russell Winnett  
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Assignee

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 Assignor    Assignor    Assignor    Assignor  
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 Assignor    Assignor

22. **Authorization.** If a Party is a corporation or a limited liability company, the individual or individuals signing on behalf of the Party represents he or she has the requisite authority and power to bind said corporation or limited liability company, and that at the time of signing this Agreement, the corporation or limited liability company has approved the execution of this Agreement. If for any reason the corporation or entity fails to act or does not exist as set forth in this Agreement the individual signing this Agreement agrees to fulfill all obligations set forth in this Agreement as an individual.

**SIGNATURES FOLLOW**

\_\_\_\_\_  
Assignee

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Assignor

\_\_\_\_\_  
Assignor

*[Signature]*  
Assignor

\_\_\_\_\_  
Assignor

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Assignor

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Assignor

\_\_\_\_\_  
Assignor

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**SIGNATURES FOLLOW**

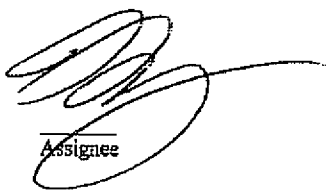
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Assignee

*M.F.*  
\_\_\_\_\_  
Assignor    Assignor    Assignor    Assignor  
\_\_\_\_\_  
Assignor    Assignor

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**SIGNATURES FOLLOW**



Assignee

Assignor Assignor Assignor Assignor  
Assignor Assignor

This Agreement is executed by the Parties as of the date set forth above.

Assignor

  
Russell Winnett

\_\_\_\_\_  
Mike Fanelli

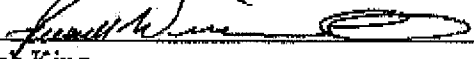
\_\_\_\_\_  
Keith Harrington

\_\_\_\_\_  
Greg Moore

DIAMOND GARDEN SUPPLY, a California corporation

By: \_\_\_\_\_  
Keith Harrington  
Its: \_\_\_\_\_

GLOBAL PRODUCT SOLUTIONS, LLC, a Nevada  
limited liability company

By:   
Sheilah King  
Its Manager

By: \_\_\_\_\_  
Keith Harrington  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Moore  
Its: \_\_\_\_\_


Assignee

R&M SUPPLY, INC., a California corporation

By: \_\_\_\_\_  
Mark Lovinger, President

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Assignee

  
Assignor Assignor Assignor Assignor  
Assignor Assignor

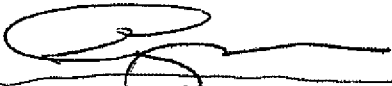


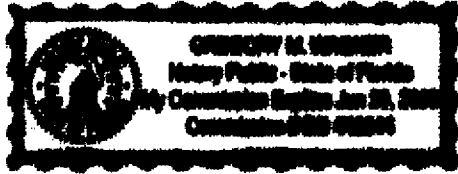
This Agreement is executed by the Parties as of the date set forth above.

Assignor

State of Florida  
County of Volusia/Flagler

Before me, personally appeared Michael Fanelli, whose identity is known to me personally and who acknowledges that his signature appears above. Sworn to or affirmed by Affiant before me this 13<sup>th</sup> day of June, 2007

  
Notary Signature



\_\_\_\_\_  
Russell Winnett

  
\_\_\_\_\_  
Mike Fanelli

\_\_\_\_\_  
Keith Harrington

\_\_\_\_\_  
Greg Moore

DIAMOND GARDEN SUPPLY, a California corporation

By: \_\_\_\_\_  
Keith Harrington  
Its: \_\_\_\_\_

GLOBAL PRODUCT SOLUTIONS, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Sheilah King  
Its Manager

By: \_\_\_\_\_  
Keith Harrington  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Moore  
Its: \_\_\_\_\_


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Mark Lovinger, President

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Assignee

  
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Assignor    Assignor    Assignor    Assignor  
\_\_\_\_\_  
Assignor    Assignor

This Agreement is executed by the Parties as of the date set forth above.

**Assignor**

\_\_\_\_\_  
Russell Winnett

\_\_\_\_\_  
Mike Fanelli

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\_\_\_\_\_  
Greg Moore

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Keith Harrington  
Its: \_\_\_\_\_

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Sheilah King  
Its Manager

By: \_\_\_\_\_  
Keith Harrington  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Moore  
Its: \_\_\_\_\_

**Assignee**

R&M SUPPLY, INC, a California corporation

By: \_\_\_\_\_  
Mark Lovinger, President

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Lovinger 004000 ASSIGNMENT AGREEMENT - 5-25-07.doc

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Assignee

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Assignor Assignor Assignor Assignor

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Assignor Assignor

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Assignor

\_\_\_\_\_  
Russell Winnett

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Mike Fanelli

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Keith Harrington

\_\_\_\_\_  
Greg Moore

DIAMOND GARDEN SUPPLY, a California corporation

By: \_\_\_\_\_  
Keith Harrington

Its: Sec 1

GLOBAL PRODUCT SOLUTIONS, LLC, a Nevada  
limited liability company

By: \_\_\_\_\_  
Sheilah King  
Its Manager

By: \_\_\_\_\_  
Keith Harrington  
Its: Member

By: \_\_\_\_\_  
Greg Moore  
Its: member

Assignee

R&M SUPPLY, INC., a California corporation

By: \_\_\_\_\_  
Mark Lovinger, President

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Lovinger.004) Docs\ASSIGNMENT AGREEMENT -- 5-21-07.doc

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