Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brown Cargo Van, Inc.		12/31/2007	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Brown Industries, LLC	
Street Address:	807 E. 29th St.	
City:	Lawrence	
State/Country:	KANSAS	
Postal Code:	66046	
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78374070	BROWN

CORRESPONDENCE DATA

Fax Number: (816)983-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: pto-kc@blackwellsanders.com

Correspondent Name: Kristine L. Kappel

Address Line 1: 4801 MAIN ST SUITE 1000

Address Line 4: KANSAS CITY, KANSAS 64112

ATTORNEY DOCKET NUMBER:	59221.4
NAME OF SUBMITTER:	Kristine L. Kappel
Signature:	/kristine I. kappel/
Date:	01/29/2008

Total Attachments: 4

TRADEMARK REEL: 003705 FRAME: 0753

900097607

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made and entered into as of this 31st day of December, 2007, by and between Brown Cargo Van, Inc., a Kansas corporation ("Assignor") and Brown Industries, LLC, a Kansas limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 31, 2007 (the "Asset Purchase Agreement") by and among Assignor, Assignee, Sidney Ashton Garrett and W. Dane Jennison, Assignor has agreed to assign, and Assignee has agreed to acquire, all right, title and interest in and to certain assets of the Assignor, including all of the intellectual property owned or licensed (as licensor or licensee) by Assignor in which Assignor has a proprietary interest, all as further described and set forth in Exhibit A attached hereto, which is incorporated by reference (the "Intellectual Property Assets," as further defined in the Asset Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee and its successors and assigns, the entire right, title and interest in and to the Intellectual Property Assets, together with that portion of the good will of the business of Assignor connected with the use of the Intellectual Property Assets, and all causes of action, past, present, and future for infringement of the Intellectual Property Assets.
- 2. Assignor hereby authorizes: (i) the Register of Copyrights to record Assignee as the assignee and owner of the Copyrights; and (ii) the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and Patents.
- 3. Assignor further agrees to cooperate with Assignee and follow Assignee's instructions in order to transfer the Net Names to Assignee in a prompt manner. Assignor will promptly prepare and transmit the necessary documentation and/or correspond with the appropriate domain name registration authority, Internet service provider and/or governmental entities to authorize transfer of the Net Names, including (without limitation), the Registration Name Change Agreement in current use by Network Solutions, Inc. ("NSI"). Assignor further agrees to cooperate as necessary with Assignee and/or NSI to finalize transfer of the Net Names, including the execution of any additional assignments or other appropriate documentation necessary to effectuate and validate this Assignment. This Assignment is effective as of the date set forth above.
- 4. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution

of any application for registration or any application for renewal or extension of a registration covering any of the Intellectual Property Assets; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property Assets; (3) in obtaining any additional protection for the Intellectual Property Assets that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

5. This Intellectual Property Assignment is being delivered pursuant to that certain Asset Purchase Agreement and shall be construed consistently therewith. This Assignment of Intellectual Property is not intended to, and does not, in any manner enlarge, diminish or modify the rights and obligations of the parties to the Asset Purchase Agreement. To the extent that any provision of this Assignment of Intellectual Property conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

[Signature(s) Page Follows]

KC-1559796-2

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set above.

ASSIGNOR:

BROWN CARGO VAN, INC.

Sidney A. Garrett, President

ASSIGNEE:

BROWN INDUSTRIES, LLC

Gregor L. Gaeddert, Manager

EXHIBIT A

Intellectual Property Assets

BROWN and Design, US TM Ser. No. 78/374,070



See also the attached documents for additional Intellectual Property Assets.

KC-1559796-3

RECORDED: 01/29/2008