

TRADEMARK ASSIGNMENT

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
Black Flag Brands, LLC		11/05/2007	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	BF Products, LLC		
Street Address:	c/o Homax Products, Inc., 200 Westerly Road		
City:	Bellingham		
State/Country:	WASHINGTON		
Postal Code:	98226		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3000979		
CORRESPONDENCE DATA			
Fax Number:	(312)861-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-861-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive		
Address Line 2:	Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	35981-15 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
Signature:	/Donna Gasiorowski/		

CH 3000979 \$40.00

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TRADEMARK
 REEL: 003720 FRAME: 0108

Date:

02/15/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") from **Black Flag Brands, LLC**, a New York limited liability company, with its principal place of business c/o Homax Products, Inc., 200 Westerly Road, Bellingham, Washington 98226 (the "Assignor"), to **BF Products, LLC**, a Delaware limited liability corporation, with its principal place of business c/o Homax Products, Inc., 200 Westerly Road, Bellingham, Washington 98226 (the "Assignee"), is entered into and effective as of November 5, 2007 ("Effective Date").

WHEREAS, Assignor is the owner of the United States trademark registration set forth on Schedule A attached hereto (the "Mark"); and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, any and all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business associated therewith.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably and unconditionally sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark, including, without limitation, the goodwill of the business relating to the Mark, and any renewals and extensions of the Mark, any common law rights in the Mark, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark.

At any time or from time to time after the date hereof, Assignor shall, upon the reasonable request of Assignee and at Assignee's sole cost and expense, execute and deliver any further instruments or documents, and take such further action as Assignee may reasonably request in order to effect the consummation of the assignment contemplated by this Assignment.

Further, Assignor agrees that, upon the reasonable request of Assignee, and without further compensation but at no expense to Assignor, Assignor or its legal representatives shall do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary for maintaining, renewing, or enforcing the Mark.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

BLACK FLAG BRANDS, LLC

By: 

Name: Ross Clawson

Title: Chief Executive Officer

BF PRODUCTS, LLC


By: 

Name: Ross Clawson

Title: Chief Executive Officer

SCHEDULE A

TRADEMARK

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
 DESIGN MARK	3,000,979	United States of America