

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
Rad Lures, Inc.		03/25/2008	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Holding One, Inc.		
Street Address:	4838 Jenkins Avenue		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3379688	CHATTERCRAW	
Serial Number:	78949123	CHATTERBLADE	
Serial Number:	78949107	CHATTERSHAD	
Serial Number:	78949102	CHATTERSHRIMP	
Serial Number:	78955597		
Registration Number:	3309968	CHATTERFROG	
Serial Number:	78940288	CHATTERBAIT	
Serial Number:	78929150	CHATTERBAIT	
Serial Number:	77351424	CHATTER SPIN	
Serial Number:	77083862	CHATTERSTICK	
Registration Number:	1763022	CHATTER BUZZ	
Serial Number:	77337779	QUIVERBAIT	
CORRESPONDENCE DATA			

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Fax Number: (803)255-9831
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (843) 720-4302
Email: ip@nelsonmullins.com
Correspondent Name: John C. McElwaine c/o Nelson Mullins
Address Line 1: 151 Meeting Street
Address Line 2: Liberty Center, Suite 600
Address Line 4: Charleston, SOUTH CAROLINA 29401

ATTORNEY DOCKET NUMBER:	32146/09000
NAME OF SUBMITTER:	John C. McElwaine
Signature:	/John C. McElwaine/
Date:	04/29/2008

Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS AND ALL TRADEMARK RIGHTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

(1) Rad Lures, Inc., a South Carolina corporation ("Assignor"), having an office and place of business at 8625 Raccoon Island Rd., Edisto Island, SC 29438, the owner of all right, title and interest in and to all the trademarks listed on Exhibit A attached hereto (including foreign equivalents and all related filings and rights to be referred to collectively as the "Marks"), hereby grants, sells, conveys, assigns and transfers unto Holding One, Inc., a South Carolina corporation ("Assignee"), having an office and place of business at 4838 Jenkins Ave, North Charleston, South Carolina 29405, its successors, assigns and legal representatives, (i) all of Assignor's right, title and interest in and to the Marks, (ii) any related foreign registrations or applications or their equivalents, (iii) any and all application for trademarks, trade dress, service marks or other similar intellectual property rights included in the Purchased Assets applied for in the United States or foreign jurisdictions by Assignor or Assignor's owners and (iv) all goodwill or intangible benefits associated in any way with the Marks or other rights described in the preceding subsections (i)-(iii).

(2) Assignor hereby agrees that Assignor will from time to time, if requested by the Assignee or the successors or assigns of the Assignee, execute, acknowledge and deliver, or cause to be executed and delivered to Assignee or its successors or assigns such and all further acts, transfers, assignments, transfer documents, USPTO instruments, powers and assurances of title and additional papers and instruments that may be necessary or desirable and reasonably requested to carry out the intent hereof and to vest in Assignee the entire right, title and interest of Assignor in and to the Marks and all goodwill or intangible benefits associated therewith whether in the United States or elsewhere in the world. Assignor agrees that Assignor, at the expense of Assignee, will take such actions as are reasonably requested to assist Assignee or its successor or assigns with applications to register any of the Marks in any jurisdiction in the world where they are not now registered including, without limitation, helping to establish priority of use or satisfy any other predicates for registration.

(3) All capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement, dated as of March 25, 2008, by and among the Assignor, as Seller, and Assignee, as Buyer, and the other parties thereto. In the event of a conflict between the terms and conditions of this assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supercede and prevail. This assignment is in all respects subject to the Asset Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have caused this assignment to be duly executed this 25th day of March, 2008.

RAD LURES, INC., ASSIGNOR

By: [Signature]

Its: President

HOLDING ONE, INC., ASSIGNEE

By: [Signature]

Its: Assistant Secretary

EXHIBIT A

TRADEMARKS REGISTRATIONS AND APPLICATIONS (ALL USA AND FOREIGN)

Serial No.	Reg. No.	Trademark
78949088	3379688	CHATTERCRAW
78949123		CHATTERBLADE
78949107		CHATTERSHAD
78949102		CHATTERSHRIMP
78955597		CHATTERBLADE
78949083	3309968	CHATTERFROG
78940288		CHATTERBAIT
78929150		CHATTERBAIT
77351424		CHATTER SPIN
77083862		CHATTERSTICK
74287304	1763022	CHATTER BUZZ
77337779		QUIVERBAIT