

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bullet Line, Inc.		09/01/2006	CORPORATION: FLORIDA
Kwik Klik, LLC		09/01/2006	LIMITED LIABILITY COMPANY: FLORIDA
Jeffrey A. Kramer		09/01/2006	INDIVIDUAL: UNITED STATES
William W. Rosenfeld		09/01/2006	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	BL Acquisition, LLC
Street Address:	15959 NW 15th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33169
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1894445	BULLET LINE
Registration Number:	1698200	BULLET LINE
Registration Number:	2646275	BULLET LINE
Registration Number:	2781384	KWIK-KLIK
Registration Number:	0774147	KWIK-KLIK
Registration Number:	1758246	TWIST-STIK
Registration Number:	1339159	BIG SHOT
Registration Number:	1913935	
Registration Number:	2924888	STAPLETTE

CH \$240.00 1894445

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-229-7984
Email: rbenyehuda@gibsondunn.com
Correspondent Name: Ron Ben-Yehuda
Address Line 1: 333 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	64626-00002
NAME OF SUBMITTER:	Ron Ben-Yehuda
Signature:	/ron ben-yehuda/
Date:	07/20/2008

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment Agreement") is made on September 1, 2006 by and between BL Acquisition, LLC, a Pennsylvania limited liability company (the "Assignee"), on the one hand, and Bullet Line, Inc., a Florida corporation ("Bullet Line"), Kwik Klik, LLC, a limited liability company organized under the laws of the State of Florida and wholly owned subsidiary of Bullet Line, Jeffrey A. Kramer and William W. Rosenfeld (collectively, the "Assignors"), on the other hand.

RECITALS

A. The Assignors and the Assignee, among others, have entered into an Asset Purchase Agreement, dated as of July 7, 2006 (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, the Assignors desire to sell, transfer, assign, convey and deliver to the Assignee all of the Assignors' right, title, and interest in and to all of the Seller Intellectual Property (including all goodwill associated therewith) issued to Assignors or applied for, owned or used by Assignors in the Business (the "Transferred Intellectual Property"), including, without limitation, the names "Bullet Line" and "Kwik Klik" and the Seller Registered IP set forth on Exhibit A hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Assignors do hereby sell, transfer, assign, convey and deliver to the Assignee all of the Assignors' right, title, and interest in and to the Transferred Intellectual Property, together with the goodwill of the Business pertaining thereto, the same to be held by the Assignee for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this IP Assignment Agreement and sale had not been made, together with all claims for damages by reason of past, present and future infringements of the Transferred Intellectual Property, along with the right to sue for and collect such damages for the use and benefit of the Assignee and the Assignee's successors, assigns and other legal representatives.

2. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. This Assignment Agreement is subject to the terms and conditions of the Purchase Agreement. Nothing in this Assignment Agreement shall alter any liability or obligation of the Buyer or the Sellers arising under the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

BULLET LINE, INC., a Florida corporation

By: [Signature]
Name: NEAL FARR
Title: VICE PRESIDENT

Acknowledgement by Notary Public

State of FLORIDA

County of MIAMI-DADE

On this 29th day of August 2006, before me, the undersigned Notary Public, personally appeared NEAL FARR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Judy Robinson
Commission #DD266993
Expires: Nov 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature: [Signature]
Name: JUDY ROBINSON, Notary Public

ASSIGNOR:

KWIK KLIK, LLC, a Florida limited liability company

By: [Signature]
Name: NEAL FARR
Title: VICE PRESIDENT

Acknowledgement by Notary Public

State of FLORIDA

County of MIAMI-DADE

On this 29th day of August 2006, before me, the undersigned Notary Public, personally appeared NEAL FARR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Judy Robinson
Commission #DD266993
Expires: Nov 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature: [Signature]
Name: JUDY ROBINSON, Notary Public

ASSIGNOR:

JEFFREY A. KRAMER

[Handwritten signature of Jeffrey A. Kramer]

Acknowledgement by Notary Public

State of FLORIDA

County of MIAMI-DADE

On this 29th day of August 2006, before me, the undersigned Notary Public, personally appeared Jeffrey A. Kramer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Judy Robinson
Commission #DD266993
Expires: Nov 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature: *Judy Robinson*
Name: JUDY ROBINSON, Notary Public

ASSIGNOR:

WILLIAM W. ROSENFELD

William W. Rosenfeld

Acknowledgement by Notary Public

State of FLORIDA

County of MIAMI-DADE

On this 29th day of August 2006, before me, the undersigned Notary Public, personally appeared William W. Rosenfeld, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Judy Robinson
Commission #DD266993
Expires: Nov 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature: *Judy Robinson*
Name: JUDY ROBINSON, Notary Public

ASSIGNEE:

BL ACQUISITION, LLC, a Pennsylvania limited liability company

By: 
Name: MICHAEL S. BERNSTEIN
Title: CEO

Acknowledgement by Notary Public

State of Pennsylvania
County of Westmoreland

On this 30th day of August 2006, before me, the undersigned Notary Public, personally appeared MICHAEL S. BERNSTEIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal: Signature: Frances D. Griffin
Name: _____, Notary Public

NOTARIAL SEAL
Frances D. Griffin, Notary Public
Washington Twp., Westmoreland County
My commission expires December 31, 2009

EXHIBIT A

Bullet Lines' List of Pending/Granted Patents

Country	File No.	Title	Appl. No.	Filing Date	Patent No.	Issue Date	Inventor/Owner
U.S.A.	1.350.04	CARABINER PEN	29/223,092	09-Feb-2005			Spencer Kramer/ Assigned:Bullet Line, Inc.
U.S.A.	1.349.04	DOUBLE CARABINER/KEYLIGHT	29/223,093	09-Feb-2005			Jeffrey A. Kramer
U.S.A.	1.402.05	MUG WITH CIRCLES	29/257,001	28-Mar-2006			Jeffrey A. Kramer
U.S.A.	1.324.04	RIBBED MUG HANDLE	29/212,142	26-Aug-2004			Jeffrey A. Kramer & William W. Rosenfeld
U.S.A.	1.378.05	RIBBON CARABINER	29/229,002	02-May-2005			Jeff Kramer
U.S.A.	1.208.02	IMPRINTABLE STAPLER	29/173,759	06-Jan-2003	D479,449	09-Sep-2003	Jeffrey A. Kramer & William W. Rosenfeld
Canada	4.652A.04	COMBINATION MINI-STAPLER	105,808	02-May-2004	105,808	06-May-2005	Jeffrey A. Kramer & William W. Rosenfeld
EPO	4.652B.04	COMBINATION MINI-STAPLER	04002466.3	04-Feb-2004			Jeffrey A. Kramer & William W. Rosenfeld
Germany	4.652.04	COMBINATION MINI-STAPLER	40401356.2	26-Feb-2004	40401356.2	24-Feb-2005	Jeffrey A. Kramer & William W. Rosenfeld
U.S.A.	1.091.02	COMBINATION MINI-STAPLER	29/151,864	11-Dec-2001	D478,797	11-Dec-2001	Jeffrey A. Kramer & William W. Rosenfeld
U.S.A.	1.091A.03	COMBINATION MINI-STAPLER	29/189,012	26-Aug-2003	D512,615	13-Dec-2005	Jeffrey A. Kramer & William W. Rosenfeld
U.S.A.	1.219.02	COMBINED KEY CHAIN, etc.	29/175,335	03-Feb-2003	D479,394	09-Sep-2003	Jeffrey A. Kramer & William W. Rosenfeld
U.S.A.	1.399.05	MUG WITH LOGO PANEL	29/233,081	28-Jun-2005			Jeffrey A. Kramer
U.S.A.	1.399A.05	MUG WITH LOGO PANEL	29/241,779	31-Oct-2005			Jeffrey A. Kramer
U.S.A.	1.421.05	OVERSIZE CARABINER	29/240,099	07-Oct-2005			Jeffrey A. Kramer

Country	File No.	Title	Appl. No.	Filing Date	Patent No.	Issue Date	Inventor/Owner
U.S.A.	t/b/d	PEN	29/154,438	22-Jan-2002	D465,238	05-Nov-2002	Zhiming Qiu/ Assigned:Bullet Line, Inc.
U.S.A.	1.419.05	SPORTS BOTTLE	29/258,355	19-Apr-2006			Jeffrey A. Kramer
U.S.A.	1.417.05	TRAVEL MUG	29/258,430	21-Apr-2006			Jeffrey A. Kramer

TRADEMARK

REEL: 003818 FRAME: 0909

TRADEMARK LIST

Trademark:	Owner:	Registration No.:	Registration Date:	Next Renewal:
BULLET LINE	Bullet Line, Inc.	1,894,445	May-16-1995	May-16-2015
BULLET LINE & Design	Bullet Line, Inc.	1,698,200	Jun-30-1992	Jun-30-2012
BULLET LINE	Bullet Line, Inc.	2,646,275	Nov-5-2002	Nov-5-2012
KWIK-KLIK	Kwik Klik, LLC.	2,781,384	Nov-11-2003	Nov-11-2013
KWIK-KLIK (stylized)	Kwik Klik, LLC.	774,147	Jul-28-1964	Jul-28-2014
TWIST-STIK	Kwik Klik, LLC.	1,758,246	Mar-16-1993	Mar-16-2013
BIG SHOT	Kwik Klik, LLC.	1,339,159	Jun-04-1985	Jun-04-2015
MISC. DESIGN(Bullet)	Bullet Line, Inc.	1,913,935	Aug-22-1995	Aug-22-2015
STAPLETYPE	Bullet Line, Inc.	2,924,888	Feb-08-2005	Feb-08-2015

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#3307 P.003 /006

Patent Status Report by Client

Page: 1 of 2

Friday, May 05, 2006

Client: 391 Sun Manufacturing Corp. d/b/a Bullet Line

Our Ref. No.	Case Type	Status	App Number Pat Number	App Date Iss Date	All Actions	Due Dates
1350.04	DES Country: United States of America Title: CARABINER PEN	Pending	29/223,092	09-Feb-2005	Awaiting Office Action	
1349.04	DES Country: United States of America Title: DOUBLE CARABINER/KEYLIGHT	Allowed	29/223,093	09-Feb-2005	ISSUE FEE DEADLINE	22-Jun-2006
1402.05	DES Country: United States of America Title: MUG WITH CIRCLES	Pending	29/257,001	28-Mar-2006	Awaiting Office Action	
1324.04	DES Country: United States of America Title: RIBBED MUG HANDLE (AKA SM6732)	Pending	29/212,142	26-Aug-2004	Awaiting Office Action	
1378.05	DES Country: United States of America Title: RIBBON CARABINER	Allowed	29/229,002	02-May-2005	ISSUE FEE DEADLINE	22-Jun-2006
1208.02	DES Country: United States of America Title: IMPRINTABLE STAPLER	Granted	29/173,759 D479,449	05-Jan-2003 09-Sep-2003		
4652-A.04	DES Country: Canada Title: COMBINATION MINI-STAPLER	Granted	105808 105,808	02-May-2004 06-May-2005	DEADLINE ANNUITY	30-Apr-2010
4652-B.04	ORD Country: European Patent Convention Title: COMBINATION MINI-STAPLER	Published	040024643	04-Feb-2004	DEADLINE ANNUITY	22-Feb-2007
1652.04	DES Country: Germany, Federal Republic of Title: COMBINATION MINI-STAPLER	Granted	404 01 356.2 40401356.2	26-Feb-2004 24-Feb-2005	DEADLINE ANNUITY	20-Feb-2009

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#3307 P.004 / 006

Patent Status Report by Client

Page: 2 of 2

Friday, May 05, 2006

Client 391 Sun Manufacturing Corp. d/b/a Bullet Line

Case Number/SubCase	Case Type	Status	App Number Pat Number	App Date Iss Date	All Actions	Due Date
1.091.A.02 Country: United States of America Title: COMBINATION MINI-STAPLER	DES	Granted	29/151,864 D478,797	11-Dec-2001 11-Dec-2001		
1.091.A.03 Country: United States of America Title: COMBINATION MINI-STAPLER	DES	Granted	29/189,012 D512,615	26-Aug-2003 13-Dec-2005		
1.1219.02 Country: United States of America Title: COMBINED KEY CHAIN, MONOCLE, AND LIGHT	DES	Granted	29/175,335 D479,394	03-Feb-2003 09-Sep-2003		
1.1399.05 Country: United States of America Title: MUG WITH LOGO PANEL DESIGN	DES	Pending	29/233,081	28-Jun-2005	Awaiting Office Action	
1.1399.A.05 Country: United States of America Title: MUG WITH LOGO PANEL DESIGN	DES	Pending	29/241,779	31-Oct-2005	Awaiting Office Action	
1.1421.05 Country: United States of America Title: OVERSIZE CARABINER	DES	Allowed	29/240,099	07-Oct-2005	ISSUE FEE DEADLINE	23-Jan-2006
1.1419.A.05 Country: United States of America Title: PEN	DES	Granted	29/154,438 D465,238	22-Jan-2002 05-Nov-2002		
1.1417.05 Country: United States of America Title: SPORTS BOTTLE	DES	Pending	29/258,355	19-Apr-2006	Awaiting Office Action	
1.1417.05 Country: United States of America Title: TRAVEL MUG	DES	Pending	29/258,430	21-Apr-2006	Awaiting Office Action	

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#3307 P.005 /006

Friday, May 05, 2006
Client: 391

Bullet Line, Inc.

Trademark List by Client

Page: 1

Case Number/Subclass
Trademark
BIG SHOT

Application
Country Name
8038/05/
United States of America

Publication
Number/Date

Registration
Number/Date

Status
Number/Date

Next Renewal

Class(es): 16
Agent Name:
Owner Name:

Attorney(s): PAM
Agent Ref:
Client Ref:

1,339,159
04-Jun-1985

Registered
04-Jun-2015

BULLET LINE

7,151,971/
United States of America

Class(es): 42
Agent Name:
Owner Name:

Attorney(s): JCS
Agent Ref:
Client Ref:

Active

BULLET LINE

8,952,051/
United States of America

Class(es): 42
Agent Name:
Owner Name:

Attorney(s): PAM
Agent Ref:
Client Ref:

1,894,445
16-May-1995

Registered
16-May-2015

BULLET LINE & Design

8,678,021/
United States of America

Class(es):
Agent Name:
Owner Name:

Attorney(s): PAM
Agent Ref:
Client Ref:

1,698,200
30-Jun-1992

Registered
30-Jun-2012

BULLET LINE

2,638,591/
United States of America

Class(es):
Agent Name:
Owner Name:

Attorney(s): JCS
Agent Ref:
Client Ref:

75,797,660
13-Sep-1999

04-Nov-2000

2,646,275
05-Nov-2002

Registered
05-Nov-2012

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#3307 P.006 /006

Friday, May 05, 2006

Client: 391

Bullet Line, Inc.

Case Number/Subcase
Trademark
MISC. DESIGN(Bullet)

Trademark List by Client

Page: 2

STARLETTE

Application
Country Name
8,012,05/
United States of America

Publication
Number/Date
76574,903
09-Feb-2004

Registration
Number/Date
16-Nov-2004

Status
Number/Date
1,913,935
22-Aug-1995

Next Renewal
Registered
22-Aug-2015

Class(es):
Agent Name:
Owner Name:

Attorney(s): PAM
Agent Ref:
Client Ref:

2,038,04/
United States of America
Class(es): 16 Int.
Agent Name:
Owner Name:

76574,903
09-Feb-2004

16-Nov-2004

2,924,888
08-Feb-2005

Registered
08-Feb-2015

Attorney(s): PAM
Agent Ref:
Client Ref: