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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
The Matthew C. Kass and Daniel S. Kass Partnership		09/06/2008	PARTNERSHIP: CALIFORNIA	

RECEIVING PARTY DATA

Name:	Kass Bros., Inc.	
Street Address:	4315 N.E. Laurelhurst Pl.	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97213	
Entity Type:	CORPORATION: OREGON	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3360841	GRENADE
Registration Number:	3069245	GRENADE
Registration Number:	2958242	GRENADE
Registration Number:	3066554	FATIGUE PROJECT
Registration Number:	2967841	FATIGUE PROJECT
Registration Number:	2824793	
Registration Number:	2838067	GRENADE
Registration Number:	2848700	
Registration Number:	3142515	
Registration Number:	3142514	
Registration Number:	3112320	
Registration Number:	2848695	
Registration Number:	3098464	
Registration Number:	2686122	GRENADE

REEL: 003851 FRAME: 0349

Registration Number:	2744587	GRENADE
Registration Number:	2705223	GLOVES GRENADE.
Registration Number:	2854249	GRENADE

CORRESPONDENCE DATA

Fax Number: (503)295-0915

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

Phone: 503 228 6351

Email: michael.ratoza@bullivant.com

Correspondent Name: Michael M. Ratoza

Address Line 1: 888 S.W. Fifth Ave., Ste. 300 Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	30377-00007
NAME OF SUBMITTER:	Michael M. Ratoza
Signature:	/Michael M. Ratoza/
Date:	09/11/2008

Total Attachments: 4

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TRADEMARK REEL: 003851 FRAME: 0350

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered by and between the Matthew C. Kass and Daniel S. Kass Partnership, a California general partnership ("Assignor") and Kass Bros., Inc., an Oregon S-corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademarks identified in Exhibit 1 (the "Marks") as attached hereto;

WHEREAS, Assignor desires to transfer the Marks to Assignee;

NOW, THEREFORE, as the result of negotiation and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the above and the following:

1. TERMS

- 1.0 <u>Trademark Assignment</u>: Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, and interests in and to the Marks together with the goodwill of the business symbolized by the Marks, as well as Assignor's entire right, title, and interest in and to all federal and state trade and service mark registrations of the Marks heretofore granted or applied for, and any and all common law rights to the Marks throughout the world, and any and all claims and demands it may have either at law or in equity arising out of any past infringements and uses of the Marks.
- 2.0 <u>Power of Attorney</u>: Assignor hereby appoints Assignee as the true and lawful attorney of Assignor, with full power of substitution, to execute and take all actions and procedures necessary with the United States Patent and Trademark Office ("USPTO") and any other government agency to transfer the Marks from Assignor to Assignee.
- 3.0 <u>Consideration</u>: In consideration of the rights, title, and interest granted to Assignee herein, Assignee shall transfer to Daniel Kass and Matthew Kass 7,500 and 2,500 shares in Assignee.
- 4.0 <u>Recording</u>: Assignee shall be responsible for and shall bear all costs assessed by the USPTO to effectuate the transfer of the rights granted to Assignee herein and to record this Agreement.
- 5.0 <u>Warranties</u>: Assignor represents and warrants that it has exclusive ownership of the Marks and that no rights of any third party are prejudiced by the use of the mark in commerce. Assignor further represents and warrants that there is no litigation or any other disputes between itself and any third party arising from or relating to any of the Marks.

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- 6.0 <u>Assistance</u>: Assignor shall cooperate with and assist Assignee in resolving any and all disagreements, challenges, or disputes between Assignee and any third party relating to Assignee's rights in any of the Marks.
- 7.0 <u>Noncompeting use of trademarks</u>: Assignor shall not at any time after the effective date of this Agreement offer or provide any services worldwide under any name or trademark that contain the Marks. Assignor shall not, moreover, engage in any action that will be of detriment to the validity of any of the Marks after the execution of this Agreement.
- 8.0 <u>Mutual Release and Indemnification</u>: The Parties release and will defend and indemnify each other for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of ownership and use of the Marks.
- 9.0 <u>Effective Date</u>: This Agreement is effective as of the date signed by Assignor below.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates identified below.

ASSIGNOR

MATTHEW C. KASS AND DANIEL S. KASS PARTNERSHIP, a California general partnership

Daniel S. Kass, Individually and as Partner

Matthew C. Kass, Individually and as Partner

Date: September 6, 2008

ASSIGNEE

KASS/BROS., INCA an Oregon S-corporation

By: Daniel Kass

Its: President

Date:

Exhibit 1 to Trademark Assignment Agreement

I. TRADEMARKS

A. <u>U.S.A. Trademarks</u>

The following trademarks registered with the U.S. Patent & Trademark Office:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	<u>78901156</u>	3360841	<u>GRENADE</u>	<u>TARR</u>	<u>LIVE</u>
2	<u>78404889</u>	3069245	<u>GRENADE</u>	TARR	<u>LIVE</u>
3	78274639	2958242	<u>GRENADE</u>	<u>TARR</u>	<u>LIVE</u>
4	<u>78274116</u>	<u>3066554</u>	FATIGUE PROJECT	<u>TARR</u>	<u>LIVE</u>
5	<u>76532956</u>	<u>2967841</u>	FATIGUE PROJECT	TARR	<u>LIVE</u>
6	76510662	2824793		<u>TARR</u>	LIVE
7	76508413	2838067	<u>GRENADE</u>	<u>TARR</u>	<u>LIVE</u>
8	76446091	2848700		TARR	<u>LIVE</u>
9	76446090	<u>3142515</u>		<u>TARR</u>	LIVE
10	76446089	3142514		<u>TARR</u>	LIVE
11	<u>76444877</u>	3112320		TARR	<u>LIVE</u>
12	<u>76444876</u>	2848695		<u>TARR</u>	LIVE
13	<u>76444875</u>	3098464		<u>TARR</u>	<u>LIVE</u>
14	76388909	2686122	<u>GRENADE</u>	TARR	LIVE
15	76388908	2744587	<u>GRENADE</u>	TARR	<u>LIVE</u>
16	76209935	2705223	GLOVES GRENADE.	<u>TARR</u>	<u>LIVE</u>
17	76199836	2854249	<u>GRENADE</u>	TARR	<u>LIVE</u>

B. <u>INTERNATIONAL Trademarks</u>

- 1. Australia
- (a) GRENADE, Reg. No. 950453;
- (b) "Miscellaneous Design" (aka G.4 Grenade logo), Reg. No. 999043;
- 2. Canada
- (a) "Gloves Grenade (and design)", Reg. No. TMA 579,531;
- (b) GRENADE, Reg. No. TMA 623,838;
- 3. China
- (a) GRENADE; pending TM App. No. 4481300;
- (b) "Misc. Design" (aka G.4 logo), pending TM App. 4481301;

- 4. European Community (OHIM
- (a) "Misc. Design" (aka G.4 logo), Reg. No. 3793775;
- (b) "GL VES GRENADE (and design)", Reg. No. 2491231;
- 5. Japan
- (a) GRENADE, Reg. No. 4843277;
- (b) "Misc. Design" (aka G.4 logo), Reg. No. 4803816;
- (c) "Misc. Design" (aka G.4 logo), Reg. No. 4741304;
- 6. New Zealand
- (a) GRENADE, Reg. No. 683232;
- (b) "Misc. Design" (aka G.4 logo), Reg. No. 682233;
- 7. Korea
- (a) GRENADE, Reg. No. 0607687;
- (b) GRENADE, Reg. No. 0598673;
- (c) "GL VES (and design)", Reg. No. 0598673;
- 8. Switzerland

"Misc. Design" (aka G.4 logo), Reg. No. 513902.

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