

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
Vortex Products LC		09/10/2008	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	W.C. Bradley/Zebco Holdings, Inc.		
Street Address:	6101 E. Apache		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74115		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2185318	BAD LANDS	
Registration Number:	3034300	WILLIAM JOSEPH	
Registration Number:	3087697	BLACK RIDGE	
Registration Number:	3343809	WATERMARK WM	
Serial Number:	77556371	VORTEX	
CORRESPONDENCE DATA			
Fax Number:	(918)583-9659		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9185990621		
Email:	trademarks@fellerssnider.com		
Correspondent Name:	R. Alan Weeks		
Address Line 1:	321 S. Boston, Ste. 800		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	67844 (VORTEX)		

OP \$140.00 2185318

NAME OF SUBMITTER:	R. Alan Weeks
Signature:	/r. alan weeks/
Date:	09/23/2008
Total Attachments: 4 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page4.tif source=Trademark#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made, executed, delivered and effective on this 10th day of September, 2008, by and between **VORTEX PRODUCTS LC**, a Utah limited liability company, (the "Seller") and **W.C. BRADLEY/ZEBCO HOLDINGS, INC.**, a Georgia corporation (the "Buyer"). All capitalized terms not defined herein shall have the meaning given such term in the APA (as such term is defined below).

WITNESSETH:

NOW, THEREFORE, in consideration of the payment of the Purchase Price described in that certain Asset Purchase Agreement dated as of the date hereof by and among Buyer, Seller, Crawley and the Unitholders of Seller (the "APA") and in consideration of the mutual covenants contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Buyer and the Seller, the Buyer and Seller agree as follows:

1. Assignment of Rights. Seller hereby transfers, assigns and conveys to the Buyer and its successors and assigns all right, title and interest throughout the world to all of the Intellectual Property rights and property of the Seller relating to the Business, as defined by the APA, including its going concern value, telephone numbers, facsimile numbers, e-mail addresses, all Seller telephone and e-mail listings, all web sites of the Seller, and including without limitation those items listed in Schedule 4.09(b) attached hereto, together with all of the goodwill of the business symbolized by the trademarks, and including the entire right and interest in and to all claims for damages and all remedies arising out of any violation or infringement of such Intellectual Property.
2. Further Assurances. Seller agrees to execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer and take such other reasonable actions consistent with the foregoing as may be necessary to carry out the intent of this Assignment.
3. Binding. This Intellectual Property Assignment Agreement shall be binding upon and obligate Buyer and Seller and shall be binding upon and obligate their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement on the day and year first above written,

"Seller"

VORTEX PRODUCTS LLC

By: William J. Bradley
_____, President

"Buyer"

W. C. BRADLEY/ZEBCO HOLDINGS, INC

By: W. C. Bradley
_____, President

Schedule 4.09(b)

Intellectual Property of the Company

Registered Trademark Rights

1. U.S. Trademark Registration No. 2,185,318 for the mark "*Bad Lands*," issued September 1, 1998.
2. U.S. Trademark Registration No. 3,034,300 for the mark "*William Joseph and design*," issued December 27, 2005.
3. U.S. Trademark Registration No. 3,087,697 for the mark "*Black Ridge and design*," issued May 2, 2006.
4. U.S. Trademark Registration No. 3,343,809 for the mark "*Watermark and design*" issued November 27, 2007.
5. U.S. Trademark Application Serial No. 77/556,371 for the mark "*Vortex*" filed August 26, 2008.

Common Law Trademarks

1. WILLIAM JOSEPH
2. BLACK RIDGE
3. WATERMARK
4. AIRTRACK
5. ESCAPE
6. HYPERVENT
7. EXODUS
8. EQUINOX
9. CONFLUENCE
10. CATALYST
11. RIPTIDE
12. ACCESS
13. SOLO
14. DRYNAMIC
15. V-2
16. DRY-VENT SYSTEM
17. RUNOFF
18. SQUALL

19. W20
20. TERRESTRIAL
21. VORTEX OUTDOORS
22. WILLIAMJOSEPH.NET
23. BADLANDSPACKS.COM
24. DIABLO
25. 2200
26. 2800
27. 4500
28. MONSTER
29. SUPERDAY
30. ULTRA DAY
31. NANO
32. HYDROPACK
33. HYPERHYDRO

D/B/A's

1. Utah registration of dba "BAD LANDS" on March 9, 2006.
2. Utah registration of dba "WILLIAM JOSEPH" on March 9, 2006.
3. VORTEX OUTDOORS

WEBSITES

1. WILLIAMJOSEPH.NET
2. BADLANDSPACKS.COM

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