

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
Western Holdings, LLC		09/04/2008	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	Klein-Becker IP Holdings, LLC		
Street Address:	1000 East William Street, Suite 204		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2786448	KLEIN-BECKER USA	
CORRESPONDENCE DATA			
Fax Number:	(801)517-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8015177048		
Email:	IP@mjstc.net		
Correspondent Name:	Evan S Strassberg		
Address Line 1:	5742 W Harold Gatty Drive		
Address Line 4:	Salt Lake City, UTAH 84116		
ATTORNEY DOCKET NUMBER:	KLEIN-BECKER USA		
NAME OF SUBMITTER:	Becky Olson		
Signature:	/Becky Olson/		
Date:	10/27/2008		

OP \$40.00 2786448

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), effective as of September 4, 2008, is between WESTERN HOLDINGS, LLC., a Wyoming limited liability company ("Assignor") having a principal place of business at 1821 Logan Avenue, Cheyenne, Wyoming 82001, and KLEIN-BECKER IP HOLDINGS, LLC, a Nevada limited liability company ("Assignee") having a principal place of business at 1000 East William Street, Suite 204, Carson City, Nevada 89071.

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is acknowledged, the undersigned Assignor hereby irrevocably sells, grants, conveys, assigns, and transfers to the Assignee, its successors, assigns, and personal representatives, all of the undersigned's right, title and interest in and to the trademarks described in Exhibit "A" attached hereto and all rights related thereto, including without limitation any and all associated goodwill, statutory and common law rights, and all actions and causes of action which may be related to these rights, including the right to sue for past present and future damages or infringements (collectively, the "Property").

The undersigned warrants that it owns without lien or encumbrance all right, title and interest in and to the Property, and that the undersigned is unaware of any claim against the Property. The undersigned agrees to, and shall cooperate with Assignee or its designees and execute all oaths, declarations and other documents, as may be requested by Assignee and which shall be prepared by Assignee or its designees, to effect the foregoing assignment of rights from the undersigned to Assignee. Such cooperation and execution shall be at no additional compensation to undersigned, provided, however, that Assignee shall reimburse the undersigned for reasonable out-of-pocket expenses incurred at the specific request of Assignee or its designees. The undersigned hereby appoints Assignee to be the undersigned's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the undersigned in connection with the Property.

IN WITNESS WHEREOF, the said WESTERN HOLDINGS, LLC, as Assignor has caused these presents to be executed by a duly authorized officer or by a duly authorized manager thereof.

WESTERN HOLDINGS, LLC

By: Carla R. Joldas

Its: VP Compliance

EXHIBIT A

KLEIN-BECKER USA, Registration No. 2786448, Class 3.