

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
CFM Corporation		07/16/2008	CORPORATION: ONTARIO

RECEIVING PARTY DATA	
Name:	LANDMANN USA INC.
Street Address:	101 OLD MILL ROAD, BUILDING 300
City:	Cartersville
State/Country:	GEORGIA
Postal Code:	30120
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2744115	SMOKY MOUNTAIN SERIES GREAT OUTDOORS
Registration Number:	2744116	SMOKY MOUNTAIN SERIES GREAT OUTDOORS
Registration Number:	2813607	SMOKY MOUNTAIN SERIES GREAT OUTDOORS
Registration Number:	2813455	THE GREAT OUTDOORS
Registration Number:	2235202	THE GREAT OUTDOORS GRILL COMPANY
Registration Number:	2235201	THE GREAT OUTDOORS GRILL COMPANY
Registration Number:	2854637	THE GREAT OUTDOORS PINNACLE
Registration Number:	2854638	THE GREAT OUTDOORS STAINLESS

CORRESPONDENCE DATA	
Fax Number:	(770)386-1170
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7703828900
Email:	mgoode@perrottalaw.com
Correspondent Name:	Michael S. Goode
Address Line 1:	5 S Public Sq

OP \$215.00 2744115

Address Line 4: Cartersville, GEORGIA 30120

NAME OF SUBMITTER: Michael S. Goode

Signature: /Michael S. Goode/

Date: 11/17/2008

Total Attachments: 3
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BILL OF SALE

THIS BILL OF SALE, dated July 16, 2008 is made by CFM CORPORATION of 2695 Meadowvale Blvd., Mississauga, ON, L5N 8A3 ("Seller"), for the benefit of Landmann USA of 101 Old Mill Road, Cartersville GA 30120., ("Buyer").

WHEREAS, Seller desires to consummate the sale of the Purchased Assets listed on Exhibit A attached hereto (the "Purchased Assets") to Buyer.

NOW, THEREFORE, Seller for \$ [REDACTED] Dollars (the "Purchase Price"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, convey, transfer, assign and deliver unto Buyer all of Seller's right, title and interest in and to the Purchased Assets.

THE BUYER ACKNOWLEDGES and agrees that the Purchased Assets are sold "as is, where is" with all faults without any representations or warranties, express or implied, in fact or by law with respect to the Purchased Assets and without any recourse to the Seller or any of its respective directors, officers, shareholders, representatives or advisors, other than for fraud or as otherwise expressly provided herein. The Buyer agrees to accept the Purchased Assets in the condition, state and location they are in on the closing date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to the Seller, except as expressly set forth in this agreement. Unless specifically stated in this Agreement, no representation, warranty, term or condition, understanding or collateral agreement, whether statutory (including under the *Sale of Goods Act* (Ontario)), express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Seller in this Agreement or in any instrument furnished in connection with this Agreement, as to title, outstanding liens, description, fitness for purpose, merchantability, quantity, condition, quality, value, suitability, durability, assignability or marketability thereof, or in respect of any other matter or thing whatsoever including the respective rights, titles and interests of the Seller, if any, therein and wherever all or part of the Purchased Assets are situate, and all of the same are expressly excluded.

THE BUYER SHALL BE RESPONSIBLE for all applicable federal, provincial and municipal taxes, if any, payable in connection with the Purchased Assets. The Buyer shall pay direct to the appropriate taxing authorities all sales and transfer taxes, registration charges and transfer fees, payable by it, applicable in respect of the purchase and sale of the Purchased Assets under this Agreement and, upon the reasonable request of the Vendor, the Buyer shall furnish proof of such payment. In no event shall the Purchase Price be charged with any such taxes that may be payable as described in this Paragraph.

THIS AGREEMENT shall be governed by and construed in accordance with the laws of the Province of Ontario, and of the laws of Canada applicable therein, which shall be deemed to be the proper law hereof.

THIS AGREEMENT may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer for its own use and benefit forever.

IN WITNESS WHEREOF, Seller has duly executed this instrument as the date first above written,

CFM US CORPORATION

By: *Julia Walks*

Title: CFD

[BUYER]

By: *Paul Kavel*

Title: President

**EXHIBIT A
THE PURCHASED ASSETS**

US Trademarks

Trade-mark	Serial No.	Registration No.	Status	Last Listed Owner
There's Nothing Like....The Great Outdoors	75/736646	2329982	Dead	CFM Corporation (Ontario)
Great Outdoors	76/356,918	N/A	Dead	CFM Corporation (Ontario)
Smoke Mountain Series Great Outdoors	76/239,430	274415	Live	CFM Corporation (Ontario)
Smoke Mountain Series Great Outdoors	76/329,431	274416	Live	CFM Corporation (Ontario)
Smoke Mountain Series Great Outdoors	76/329,429	2813607	Live	CFM Corporation (Ontario)
The Great Outdoors	76/213,205	2813455	Live	CFM Corporation (Ontario)
The Great Outdoors Grill Company	75/305,432	2235202	Live	CFM Corporation (Ontario)
The Great Outdoors Grill Company	75/305,430	2235201	Live	CFM Corporation (Ontario)
The Great Outdoors Pinnacle	76/450,467	2854637	Live	CFM Corporation (Ontario)
The Great Outdoors Stainless	76/450,468	2854638	Live	CFM Corporation (Ontario)