

01-16-2009



SHEET
VLY

103544141

To the Director of the U. S. Pa

Record the attached documents or the new address(es) below.

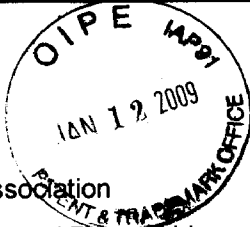
1. Name of conveying party(ies):

Great Western, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Great Western Co., LLC

Internal

Address: _____

Street Address: 987 Pequot Avenue

City: Southport

State: Connecticut

Country: USA Zip: 06890

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) January 2, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SUNGLO Reg. No. 2,808,811

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kevin W. Waite, Esq.

Internal Address: Moomjian, Waite, Wactlar & Coleman, LLP

Street Address: 100 Jericho Quadrangle, Suite 225

City: Jericho

State: New York Zip: 11753

Phone Number: (516) 937-5900

Fax Number: (516) 937-5050

Email Address: kwaite@mwwcllp.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/14/2009 MJAMA1 00000017 2008811

01 FC:8521

Deposit Account Number _____

40.00 DP
150.00 DP

Authorized User Name _____

9. Signature:

Signature

January 8, 2009

Date

Kevin W. Waite

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Recordation Form Cover Sheet

Additional Sheet

Item 4.B.

<u>Trademark</u>	<u>Trademark Registration No.</u>
GREAT WESTERN PRODUCTS COMPANY and design	2,817,377
GREAT WESTERN PRODUCTS COMPANY	2,813,133
PREMIUM AMERICA and design	2,844,821
Design Mark (Sombrero)	2,750,456
SEÑOR CARLOS and design	2,761,853
SEÑOR CARLOS	2,285,424

TRADEMARK ASSIGNMENT

WHEREAS, Great Western, LLC ("ASSIGNOR"), is the owner of record of the following trademarks of the United States of America (the "Trademarks") and federal registrations pertaining thereto (the "Federal Registrations"):

<u>Mark</u>	<u>Reg. No.</u>
SUNGLO	2,808,811
GREAT WESTERN PRODUCTS COMPANY and design	2,817,377
GREAT WESTERN PRODUCTS COMPANY	2,813,133
PREMIUM AMERICA and design	2,844,821
Design Mark (Sombrero)	2,750,456
SEÑOR CARLOS and design	2,761,853
SEÑOR CARLOS	2,285,424

WHEREAS, Great Western Co., LLC, a Delaware limited liability company ("ASSIGNEE"), wishes to acquire the Trademarks, including the good will associated with the use thereof, and the Federal Registrations; and

WHEREAS, ASSIGNOR, ASSIGNEE, Great Western, LLC; Tec Chem Co, LLC, Movie Foods, LLC and Tec Chem, LLC, and Movie Foods, LLC, My Cinema Store, LLC, Preferred Sales and Marketing LLC, Great Western Real Estate Holdings, LLC (Alabama), Great Western Real Estate Holdings, LLC (Illinois) and certain members, are parties to that certain Asset Purchase Agreement, dated as of January 2, 2009 (the "Asset Purchase Agreement").

NOW THEREFORE TO ALL WHOM IT MAY CONCERN be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, transferred, conveyed and delivered, and by these presents, hereby sells, assigns, transfers, conveys and delivers, all rights, title and interests in and to the Trademarks, including the good will associated with the use of the Trademarks, together with all rights of action, in law and in equity, for past or future infringements thereof, and the Federal Registrations, and any renewals thereof, unto ASSIGNEE; the Trademarks to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

This Trademark Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated to this Trademark Assignment by this reference. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Asset Purchase Agreement and this Trademark Assignment, the provisions of the Asset Purchase Agreement shall control.

This Trademark Assignment shall be controlled by the laws of the State of New York without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized officials this 2nd day of January, 2009.

GREAT WESTERN, LLC

By: Ralph Ferber
Name: RALPH FERBER
Title: PRESIDENT

GREAT WESTERN CO., LLC

By: _____
Name: _____
Title: _____

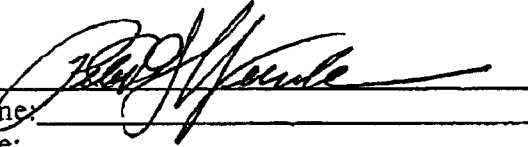
This Trademark Assignment shall be controlled by the laws of the State of New York without giving effect to its conflicts of laws principles.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized officials this 2nd day of January, 2009.

GREAT WESTERN, LLC

By: _____
Name: _____
Title: _____

GREAT WESTERN CO., LLC

By:  _____
Name: _____
Title: _____