

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

Name	Formerly	Execution Date	Entity Type
Action Products Company		01/07/2009	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	AP Productions, LLC
Street Address:	One Action Road
City:	Odessa
State/Country:	MISSOURI
Postal Code:	64076
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0804162	ACTION ODESSA MAID
Registration Number:	1882242	BUN-BUDDY
Registration Number:	2979691	COOLRIDE
Registration Number:	1709914	E-Z GREASE
Registration Number:	1801402	IT'S A KEEPER
Registration Number:	1669258	POWER CADDY
Registration Number:	1495234	ROD TENDER

CORRESPONDENCE DATA

Fax Number: (678)553-2693
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6785532692
 Email: withersS@gtlaw.com
 Correspondent Name: Sarah Withers
 Address Line 1: 3290 Northside Parkway
 Address Line 2: Suite 400

CH \$190.00 0804162

Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER: 069528.013300 (WITHERS)

NAME OF SUBMITTER: Sarah Withers

Signature: /S. Withers/

Date: 01/27/2009

Total Attachments: 3
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ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is made as of the 7th day of January, 2009 by **ACTION PRODUCTS COMPANY**, a Missouri corporation ("Assignor"), having its principal offices at One Action Road, Odessa, Missouri 64076, to **AP PRODUCTIONS, LLC**, a Missouri limited liability company ("Assignee"), having its principal offices at One Action Road, Odessa, Missouri 64076.

BACKGROUND

Assignor is the owner of all right, title and interest in and to the United States Patents set forth on Exhibit A attached hereto (the "Patents") and the United States Trademark Registrations set forth on Exhibit B attached hereto (the "Trademarks"). In connection with the sale to Assignee of substantially all of Assignor's assets by FCC, LLC, d/b/a First Capital, in its capacity as a secured lender to Assignor, Assignor desires to facilitate the transfer of record ownership of the Patents and the Trademarks in the records of the United States Patent and Trademark Office such that Assignee will be the record owner of the Patents and the Trademarks.

AGREEMENT

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor, intending to be legally bound, hereby agrees as follows:

- Assignment.** Assignor does hereby assign, sell and transfer unto Assignee, all of Assignor's right, title and interest in and to the Patents and Trademarks, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Patents and Trademarks, including any licenses or authorizations to use the Patents and the Trademarks, together with all rights the Assignor may have to sue and to recover damages and other remedies for any infringement of the Patents and Trademarks which may have occurred before the date of this Assignment; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the full end of the term for which the Patents and the Trademarks are granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
- Further Actions.** From time to time after the date hereof, and without further consideration, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request, or as may be required by the U.S. Patent and Trademark Office, to assist Assignee in its efforts to perfect and record Assignee's ownership of the Patents and the Trademarks.
- Counterparts.** Each copy of this Assignment which Assignor signs to facilitate the recording of the Assignee's interest in the Patents and Trademarks shall be deemed an original.
- Successors.** This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.



IN WITNESS WHEREOF, the Assignor has caused this Assignment of Patents and Trademarks to be executed and delivered by its duly authorized representative as of the day and year first above written.

ACTION PRODUCTS COMPANY

By: Kevin Steen
Name: KEVIN STEEN
Title: PRESIDENT

Before me, a Notary Public in and for the State of Massachusetts, on this 7th day of January, 2009, personally appeared Kevin Steen, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

Heidi L. Dean
NOTARY PUBLIC

My Commission Expires: _____

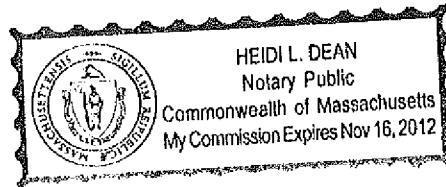


EXHIBIT B

TRADEMARKS

Trademark	Registration Number	Registration Date
Action Odessa Maid	0804162	February 22, 1966
Bun-Buddy	1882242	March 7, 1995
Coolride	2979691	July 26, 2005
E-Z Grease	1709914	August 25, 1992
It's a Keeper	1801402	October 26, 1993
Power Caddy	1669258	December 24, 1991
Rod Tender	1495234	July 5, 1988