

## 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
Furitechnics Group Pty Ltd		09/02/2008	CORPORATION: AUSTRALIA
Furitechnics Pty Ltd.		09/02/2008	CORPORATION: AUSTRALIA
Furitechnics USA, Inc.		09/02/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Furi Brands, Inc.
Street Address:	6049 East Slauson Avenue
City:	City of Commerce
State/Country:	CALIFORNIA
Postal Code:	90040-3007
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78562101	
Serial Number:	77120999	DIAMOND FINGERS
Serial Number:	78038680	FURI
Serial Number:	77006923	GUSTO-GRIP
Serial Number:	78148669	QÜ

## CORRESPONDENCE DATA

Fax Number: (303)473-2720

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 303.473.2865

Email: docket@hollandhart.com, emmaillaro@hollandhart.com

Correspondent Name: Ester Martin Maillaro

Address Line 1: P.O. Box 8749

Address Line 2: Attn: Tracy Baker

Address Line 4: Denver, COLORADO 80201

TRADEMARK

900127576

REEL: 003939 FRAME: 0452

OP \$140.00 78562101

ATTORNEY DOCKET NUMBER:	73237.0001
NAME OF SUBMITTER:	Ester Martin Maillaro
Signature:	/Ester Martin Maillaro/
Date:	02/20/2009

**Total Attachments: 25**

source=Trademark Assignment and Amendment to Furi Brands - Signed#page1.tif  
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 source=Trademark Assignment and Amendment to Furi Brands - Signed#page25.tif

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "**Assignment**") is made and entered into as of this 2<sup>nd</sup> day of September, 2008 by Furitechnics Group Pty Ltd ACN 113 245 757, an Australian company ("**Parent**"), Furitechnics Pty Ltd. ACN 052 937 345, an Australian company ("**AU Sub**"), and Furitechnics USA, Inc., a Delaware corporation ("**US Sub**"), in favor of Furi Brands, Inc., a Delaware corporation ("**Assignee**"). In this Assignment, Parent, AU Sub and US Sub are sometimes hereinafter collectively referred to as "**Assignors**."

Assignors confirm and acknowledge that:

A. Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated August 29, 2008 (the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

B. Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to the Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree that:

1. Assignors do hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignors in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens, including, but not limited to, the Marks described on Schedule 1 attached hereto; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. Assignors hereby agree that they shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement, render effective the consummation of the transactions contemplated hereby and thereby, more effectively to vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

3. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Assignment in accordance with the Agreement. This Assignment

is subject to all of the terms and conditions of the Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Assignors or Assignee thereunder.

4. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assumption, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

5. This Assignment shall be binding upon Assignors and their successors and assigns and shall inure to the benefit of Assignors and Assignee and their respective successors and assigns.

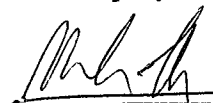
6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States with respect to trademark issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]***

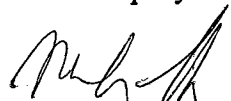
IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date first written above.

**ASSIGNORS:**

**FURITECHNICS GROUP PTY LTD,**  
ACN 113 245 757,  
An Australian company

By:   
Name: MARK HENRY  
Its: DIRECTOR

**FURITECHNICS PTY LTD,**  
ACN 052 937 345,  
An Australian company

By:   
Name: MARK HENRY  
Its: DIRECTOR

**FURITECHNICS USA, INC.,**  
A Delaware corporation

By:   
Name: MARK HENRY  
Its: PRESIDENT

Agreed and Accepted as of  
the date first above written.

**ASSIGNEE:**

**FURI BRANDS, INC.,**  
A Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]***

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date first written above.

**ASSIGNORS:**

**FURITECHNICS GROUP PTY LTD,**  
**ACN 113 245 757,**  
An Australian company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FURITECHNICS PTY LTD,**  
**ACN 052 937 345,**  
An Australian company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

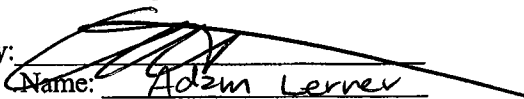
**FURITECHNICS USA, INC.,**  
A Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted as of  
the date first above written.

**ASSIGNEE:**

**FURI BRANDS, INC.,**  
A Delaware corporation

By:   
Name: Adam Lerner  
Its: CEO

***[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]***

STATE OF CALIFORNIA

COUNTY OF San Francisco

)  
) ss.  
)

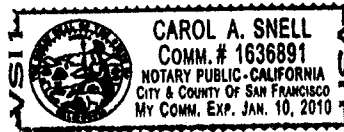
On 08/27/2008, 2008 before me, Carol A. Snell, a notary public for the state, personally appeared Mark Henry, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Carol A. Snell

Notary Public



**SCHEDULE 1**

**MARKS**

See attached.



B. TRADE MARKS

1. DIAMOND FINGERS

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
2. AUSTRALIA	898524	18/12/2001	Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.	In force to 18/12/2011
b. MADRID PROTOCOL (European Community)	930008	29/05/2007	Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.	In force to 29/05/2017
c. U.S.A.	771120,999	03/02/2007	Knife and blade sharpeners for use by chefs and cooks and for kitchen use; knife and blade cutting, edge grinding, sharpening, polishing and honing machines for use by chefs, cooks and for kitchen use; components of knife and blade sharpeners for use by chefs, cooks and for kitchen use,	

namely, bases used to hold knife and blade sharpeners, replacement cutters, and knife sharpening strips.

<u>Qti Label</u>	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
2.					
a.	AUSTRALIA	901683	30/01/2002	Knives, including chef's knives, kitchen knives and paring knives; blades for knives, knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	In force to 30/01/2012
	U.S.A.	2766817	30/07/2002	Knives, namely chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing machines; multi-function hand tools	In force to 23/9/2013

comprised of pliers, spanners, knives, blades, screwdrivers, scissors in Class 8.

3. **TECH EDGE**

Country

Trade Mark No.

Date

Goods

Status

AUSTRALIA

967960

28/8/2003

Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.

In force to 28/8/2013

4. **FROGGY**

Country

Trade Mark No.

Date

Goods

Status

AUSTRALIA

1190406

27/07/2007

Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class.

Awaiting Registration Certificate

C.T.M.

006183529

09/08/2007

Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; cutting boards.

Awaiting Examiner's Report

U.S.A.

77/106355

13/02/2007

Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; cutting boards.

Awaiting Examiner's Report

5. EAST/WEST

Country

Trade Mark No.

Date

Goods

Status

a.

AUSTRALIA

1097688

6/02/2006

Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing

In force to 6/02/2016

and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.

b.

MADRID  
PROTOCOL  
(European  
Community/  
\*U.S.A.)

897481

4/08/2006

In force  
to 4/08/2016

Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.

c.

\*U.S.A.

3302909

4/08/2006

Registered  
(as part of  
Madrid)

Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions

such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.

6. firm

Country

Trade Mark No.

Date

Goods

Status

a. AUSTRALIA

772268

7/9/1998

Knives.

In force  
to 7/9/2008

Country

Trade Mark No.

Date

Goods

Status

b. AUSTRALIA

1189063

20/07/2007

Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.

Response  
to exam.  
report filed  
30/11/2007

c.	MADRID PROTOCOL (China/ European Community)	941952	02/02/2007	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	Awaiting Registration Certificate
d.	USA	2,563,823	23/04/2002	Professional cooking knives, namely, chef knives, paring knives and kitchen knives and related accessories.	
7.	FURTTAN				
	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	828449	2/03/2000	Knives and kitchen tools/gadget.	In force to 2/03/2010

8. COOKINSITU

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
2. AUSTRALIA	855273	31/10/2000	Knives (chef, kitchen, paring).	In force to 31/10/2010

9. (COLOR ORANGE APPLIED TO KNIFE HANDLES)

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
2. USA	3,723,024	31/07/2007	Knives; professional cooking knives, namely, chef knives and kitchen knives.	Declaration of Use due 31/7/2013

10. GUSTO-GRIP

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
2. USA	3,360,230	25/12/2007	Knives; professional cooking knives, namely, chef knives and kitchen knives.	Declaration of Use due 25/12/2013



**Trade Mark Details**

**Trade Mark : 844084**

**Word:** ICOOK  
**Image:**  
**Lodgement Date:** 28-JUL-2000  
**Lapsing Advertised:** 27-JUN-2002  
**Class/es:** 8, 21, 41  
**Status:** Lapsed/Not Protected  
**Kind:** n/a  
**Type:** Fancy



**Owner/s:** Furitechnics Pty Ltd  
8 Ferry Road  
WEST END, 4101, QLD  
AUSTRALIA

**Address for Service:** Furitechnics Pty Ltd  
PO Box 5894  
WEST END  
4101, QLD  
AUSTRALIA

**Goods & Services**

**Class: 8** Knives (chef, kitchen, paring)

**Class: 21** Kitchen utensils

**Class: 41** Food and kitchen implement education and entertainment

**Indexing Details - Word Constituents**

COOK	I
ICOOK	LTR

**Indexing Details - Image Constituents**

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**Trade Mark Details**

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**Trade Mark : 721942**

**Word:** ROC  
**Image:** PARALLELOGRAM WITH BEAK AND LINES  
FOR TAIL  
**Lodgement Date:** 18-NOV-1996  
**Registered From:** 18-NOV-1996  
**Date of Acceptance:** 20-JUL-1998  
**Acceptance**  
**Advertised:** 30-JUL-1998  
**Registration**  
**Advertised:** 11-FEB-1999  
**Sealing Date:** 25-JAN-1999  
**Class/es:** 8  
**Status:** Removed - Not Renewed  
**Kind:** n/a  
**Type:** Composite



**Owner/s:** Furitechnics Group Pty Ltd  
ACN: 113245757  
15 Donkin Street  
WEST END, 4101, QLD  
AUSTRALIA

**Address for Service:** Fisher Adams Kelly  
GPO Box 1413  
BRISBANE  
4001, QLD

**Goods & Services**

**Class: 8** Multi-tools being combinations of small hand tool functions such as pliers, spanners, blades, screwdrivers, scissors and the like in one unit

**Indexing Details - Word Constituents**

ROC

**Indexing Details - Image Constituents**

BEAK FOUR-SIDED  
PARALLELOGRAM RHOMBUS  
ROUND SEVEN  
STRIPE+ TRIANGLE+  
TWO

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**Trade Mark Details**

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**Trade Mark : 967970**

**Word:** TECH EDGE  
**Image:**  
**Lodgement Date:** 28-AUG-2003  
**Registered From:** 28-AUG-2003  
**Date of Acceptance:** 08-JAN-2004  
**Acceptance Advertised:** 22-JAN-2004  
**Registration Advertised:** 20-MAY-2004  
**Sealing Date:** 04-MAY-2004  
**Renewal Due:** 28-AUG-2013  
**Class/es:** 8  
**Status:** Registered/Protected  
**Kind:** n/a  
**Type:** Word

**Owner/s:** Furitechnics Group Pty Ltd  
**ACN:** 113245757  
15 Donkin Street  
WEST END, 4101, QLD  
AUSTRALIA

**Address for Service:** Fisher Adams Kelly  
GPO Box 1413  
BRISBANE  
4001, QLD

**Goods & Services**

**Class: 8** Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class

**Indexing Details - Word Constituents**  
EDGE TECH

**Indexing Details - Image Constituents**

## Federal Owner Search Results



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### FURI (Stylized)

F-1

Status: ABANDONED - FAILURE TO RESPOND Date: May 19, 2000

**Goods/Services:**

Int'l. Class: 8  
KNIVES

(U.S. Class: 23, 28, 44)

Most Recent Owner: FURITECHNICS PTY LTD (AUSTRALIA CORP.)

Serial No.: 75-707324 Filed: May 17, 1999

Additional Info: FILED AS INTENT TO USE

### International Information

**Foreign Designations:**

AUSTRALIA

Application No.: 772268 Filed: September 7, 1998

### Owner Information

**Applicant:** FURITECHNICS PTY LTD (AUSTRALIA CORP.)  
8 FERRY ROAD WEST END  
BRISBANE QUEENSLAND, AUSTRALIA

**Correspondent:** TOM BAINES  
1262 QUARRY LANE  
PLEASANTON  
CA  
94566

**FURITITAN**

**FURITITAN (Stylized)**

**F-5**

**Status:** REGISTERED

**Date:** March 12, 2002

**Goods/Services:**

**Int'l. Class:** 8 **(U.S. Class:** 23, 28, 44)  
CHEF KNIVES; PARING KNIVES; KITCHEN KNIVES

**Most Recent Owner:** FURITECHNICS GROUP PTY. LTD. (AUSTRALIA CORP.)

<b>Registration No.:</b>	2,546,410	<b>Registered:</b>	March 12, 2002
<b>Serial No.:</b>	76-099253	<b>Filed:</b>	July 31, 2000
<b>Published:</b>	December 18, 2001		

**Additional Info:** FILED AS INTENT TO USE

**Additional Info:** SECTION 44(E) CLAIMED

**International Information**

**Foreign Designations:**

AUSTRALIA	
<b>Application No.:</b> 828449	<b>Filed:</b> March 22, 2000
<b>Registration No.:</b> 828449	<b>Registered:</b> March 22, 2000
SECTION 44(D) PRIORITY CLAIMED.	<b>Expiration:</b> March 22, 2010

**Owner Information**

**1st New Owner After Registration:** FURITECHNICS GROUP PTY. LTD. (AUSTRALIA CORP.)  
15 DONKIN STREET (P.O. BOX 5894)  
WEST END, QUEENSLAND 4101

**Registrant:** FURITECHNICS PTY LTD (AUSTRALIA CORP.)  
8 FERRY ROAD  
WEST END

**Owner At Publication:** FURITECHNICS PTY LTD (AUSTRALIA CORP.)  
8 FERRY ROAD  
WEST END

**Applicant:** FURITECHNICS PTY LTD (AUSTRALIA CORP.)  
8 FERRY ROAD  
WEST END

**Correspondent:** JASON M. DRANGEL  
BAZERMAN & DRANGEL PC  
60 E 42ND ST RM 820  
NEW YORK NY 10165-0820

**Assignment History**

## TECH EDGE

## TECH EDGE

F-8

Status: ABANDONED - FAILURE TO RESPOND Date: December 14, 2005

### Goods/Services:

Int'l. Class: 8 (U.S. Class: 23, 28, 44)  
KNIFE AND BLADE SHARPENERS FOR USE BY CHEFS AND COOKS AND FOR KITCHEN USE; KNIFE AND BLADE CUTTING, EDGE GRINDING, SHARPENING, POLISHING AND HONING MACHINES FOR USE BY CHEFS, COOKS AND FOR KITCHEN USE; COMPONENTS OF KNIFE AND BLADE SHARPENERS FOR USE BY CHEFS, COOKS AND FOR KITCHEN USE, NAMELY, BASES USED TO HOLD KNIFE AND BLADE SHARPENERS, REPLACEMENT CUTTERS, AND KNIFE SHARPENING STRIPS

Most Recent Owner: FURITECHNICS GROUP PTY. LTD. (AUSTRALIA CORP.)

Serial No.: 78-353691 Filed: January 19, 2004  
Abandonment Date: November 15, 2005

Additional Info: FILED AS INTENT TO USE

### International Information

#### Foreign Designations:

AUSTRALIA  
Application No.: 967970 Filed: August 28, 2003  
SECTION 44(D) PRIORITY CLAIMED.

### Owner Information

New Owner Before Publication: FURITECHNICS GROUP PTY. LTD. (AUSTRALIA CORP.)  
15 DONKIN STREET (P.O. BOX 5894)  
WEST END, QUEENSLAND 4101

Applicant: FURITECHNICS PTY LTD. (AUSTRALIA LIMITED COMPANY)  
1/15 DONKIN STREET, WEST END  
QUEENSLAND, 4101

Correspondent: JASON M. DRANGEL  
EPSTEIN DRANGEL BAZERMAN & JAMES, LLP  
60 EAST 42ND STREET  
SUITE 820  
NEW YORK NY 10165

### Assignment History

Assignee: FURITECHNICS GROUP PTY. LTD. (AUSTRALIA CORP.)  
15 DONKIN STREET (P.O. BOX 5894)  
WEST END, QUEENSLAND 4101  
Assignor: FURITECHNICS PTY. LTD. (AUSTRALIA CORP.)

**AMENDMENT TO ASSIGNMENT OF TRADEMARKS  
BETWEEN FURITECHNICS GROUP PTY LTD ACN 113 245 757, FURITECHNICS  
PTY LTD ACN 052 937 345, FURITECHNICS USA, INC. (ASSIGNORS)  
AND FURI BRANDS, INC. (ASSIGNEE)**

Furitechnics Group Pty Ltd CAN 113 245 757, Furitechnics Pty Ltd. CAN 052 937 345, Furitechnics USA, Inc. (collectively, "Assignors") and Furi Brands, Inc. ("Assignee") are parties to a certain Asset Purchase Agreement dated August 29, 2008 ("APA") and a certain Assignment of Trademarks agreement (Exhibit B to the APA) dated September 2, 2008 ("Assignment"). Assignors and Assignee desire to incorporate certain additional marks to Schedule 1 of the Assignment or otherwise modify certain information contained in the Assignment. Consequently, the parties enter into this amendment to the Assignment ("Amendment"), effective as of January 15, 2009 ("Effective Date").

**1. Amendment**

The current Schedule 1 shall be deleted and replaced in its entirety with the following schedule of Marks:


**Schedule 1**

<b><u>COUNTRY</u></b> <b><u>CURRENT OWNER</u></b>	<b><u>MARK</u></b> <b><u>CLASS &amp; GOODS</u></b>	<b><u>APPL. NO.</u></b> <b><u>APPL. DATE</u></b>	<b><u>STATUS</u></b> <b><u>REG. NO.</u></b> <b><u>REG. DATE</u></b>
Australia Furitechnics Group Pty Ltd	CookInSitu	855273 10/31/2000	REGISTERED 855273 10/31/2000
Australia Furitechnics Group Pty Ltd	DIAMOND FINGERS	898524 12/18/2001	REGISTERED 898524 12/18/2001
Australia Furitechnics Group Pty Ltd	EAST/WEST	1097688 02/06/2006	REGISTERED 1097688 02/06/2006
Australia Furitechnics Group Pty Ltd	FROGGY	1190406 07/27/2007	REGISTERED 1190406 07/27/2007

<u>COUNTRY</u> <u>CURRENT OWNER</u>	<u>MARK</u> <u>CLASS &amp; GOODS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>STATUS</u> <u>REG. NO.</u> <u>REG. DATE</u>
Australia Furitechnics Group Pty Ltd	<b>Füri</b>	772268 09/07/1998	REGISTERED 772268 09/07/1998
Australia Furitechnics Group Pty Ltd	<b>Füri</b>	1189063 07/20/2007	REGISTERED 1189063 07/20/2007
Australia Furitechnics Group Pty Ltd	<b>FÜRITITAN</b>	828449 03/22/2000	REGISTERED 828449 03/22/2000
Australia Furitechnics Group Pty Ltd	<b>Qü</b>	901863 01/30/2002	REGISTERED 901863 01/30/2002
Australia Furitechnics Group Pty Ltd	<b>TECH EDGE</b>	967970 08/28/2003	REGISTERED 967970 08/28/200
European Community Furitechnics Pty Ltd	<b>FÜRITITAN</b>	EC001784974 07/31/2000	REGISTERED 1,784,974 03/04/2002
European Community Furitechnics Group Pty Ltd	<b>FROGGY</b>	EC006183529 08/09/2007	PUBLISHED
Madrid (countries designated: EU, China) Furitechnics Group Pty Ltd	<b>DIAMOND FINGERS</b>	WO0930008	REGISTERED 0930008 05/29/2007



<u>COUNTRY</u> <u>CURRENT OWNER</u>	<u>MARK</u> <u>CLASS &amp; GOODS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>STATUS</u> <u>REG. NO.</u> <u>REG. DATE</u>
Madrid (countries designated: US) Furitechnics Group Pty Ltd	East/West	WO0897481	REGISTERED 0897481 08/04/2006
Madrid (countries designated: CTM, China) Furitechnics Group Pty Ltd	<b>Füri</b>	WO0941952	REGISTERED 0941952 08/02/2007
United States Furitechnics Group Pty Ltd		78/562,101 02/07/2005	REGISTERED on Supplemental Register 3,273,024 07/31/2007
United States Furitechnics Group Pty Ltd	<b>DIAMOND FINGERS</b>	77/120,999 03/02/2007	ALLOWED
United States Furitechnics Group Pty Ltd	East/West	79/028,500 08/04/2006	REGISTERED 3,302,909 10/02/2007
United States Furitechnics Group Pty Ltd	<b>FROGGY</b>	77/106,355 02/13/2007	ALLOWED
United States Furitechnics Group Pty Ltd	<b>Füri</b>	78/038,680 12/11/2000	REGISTERED 2,563,823 04/23/2002
United States Furitechnics Group Pty Ltd	<b>GUSTO-GRIP</b> Class 8 – Knives; professional cooking knives, namely chef knives and kitchen knives	77/006,923 09/25/2006	REGISTERED 3,360,230 12/25/2007

<u>COUNTRY</u> <u>CURRENT OWNER</u>	<u>MARK</u> <u>CLASS &amp; GOODS</u>	<u>APPL. NO.</u> <u>APPL. DATE</u>	<u>STATUS</u> <u>REG. NO.</u> <u>REG. DATE</u>
United States Furitechnics Group Pty Ltd		78/148,669 07/30/2002	REGISTERED 2,766,817 09/23/2003

## 2. Miscellaneous

This Amendment shall be part of, and subject to, the Assignment. Except as provided in this Amendment, all of the terms and conditions of the Assignment shall remain in full force and effect. In the event of any conflict between this Amendment and the Assignment, this Amendment will govern as to the subject matter contained herein. Any capitalized terms used but not defined herein shall have the meanings given to such terms in the Assignment.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first indicated above.

ASSIGNORS:

FURITECHNICS GROUP PTY LTD.  
CAN 113 245 757  
An Australian company

By: [Signature]  
Name: MARK HENRY  
Its: CEO

FURITECHNICS PTY LTD.  
CAN 052 937 345  
An Australian company

By: [Signature]  
Name: MARK HENRY  
Its: CEO

FURITECHNICS USA, INC.,  
A Delaware corporation

By: [Signature]  
Name: MARK HENRY  
Its: PRESIDENT

Agreed and Accepted as of  
the Effective Date.

ASSIGNEE:

FURI BRANDS, INC.,  
A Delaware corporation

By: [Signature]  
Name: Mark Siegel  
Its: PRESIDENT

2009.02.20