

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                        |
|----------------------------------|--|--|------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                        |
| <b>NATURE OF CONVEYANCE:</b>     |  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                        |
| <b>CONVEYING PARTY DATA</b>      |  |  |                        |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                        | <b>Entity Type</b>     |
| Wise Industries, Inc.            |  | 04/03/2009                                   | CORPORATION: TENNESSEE |
| <b>RECEIVING PARTY DATA</b>      |  |  |                        |
| <b>Name:</b>                     | BedRug, Inc.   |  |                        |
| <b>Street Address:</b>           | c/o Kinderhook Industries, LLC   |  |                        |
| <b>Internal Address:</b>         | 888 Seventh Avenue, 16th Floor   |  |                        |
| <b>City:</b>                     | New York   |  |                        |
| <b>State/Country:</b>            | NEW YORK   |  |                        |
| <b>Postal Code:</b>              | 10106  |  |                        |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |  |                        |
| <b>PROPERTY NUMBERS Total: 3</b> |  |  |                        |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                        |
| <b>Registration Number:</b>      | 2569308  | BEDRUG                                       |                        |
| <b>Registration Number:</b>      | 3412640  | BEDRUG PLUS                                  |                        |
| <b>Registration Number:</b>      | 3406511  | SPORT LINER                                  |                        |
| <b>CORRESPONDENCE DATA</b>       |  |  |                        |
| <b>Fax Number:</b>               | (212)446-4900  |  |                        |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                        |
| <b>Email:</b>                    | hsmith@kirkland.com  |  |                        |
| <b>Correspondent Name:</b>       | Hayley Smith, Sr. Legal Assistant  |  |                        |
| <b>Address Line 1:</b>           | Kirkland & Ellis LLP   |  |                        |
| <b>Address Line 2:</b>           | 153 East 53rd Street   |  |                        |
| <b>Address Line 4:</b>           | New York, NEW YORK 10022   |  |                        |
| <b>ATTORNEY DOCKET NUMBER:</b>   | BEDRUG TM ASSIGN (HS)  |  |                        |
| <b>NAME OF SUBMITTER:</b>        | Hayley M. Smith  |  |                        |

CH \$90.00 2569308

|   |                     |
|---|---------------------|
| Signature:  | //Hayley M. Smith// |
| Date:   | 04/06/2009          |
| <b>Total Attachments: 7</b><br>source=Wise - Trademark Assignment#page1.tif<br>source=Wise - Trademark Assignment#page2.tif<br>source=Wise - Trademark Assignment#page3.tif<br>source=Wise - Trademark Assignment#page4.tif<br>source=Wise - Trademark Assignment#page5.tif<br>source=Wise - Trademark Assignment#page6.tif<br>source=Wise - Trademark Assignment#page7.tif |                     |

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("*Assignment*") is made effective as of April 3, 2009 between Wise Industries, Inc., a Tennessee corporation ("*Assignor*") in favor of BedRug, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark registrations and applications for registration, and all related goodwill, identified and set forth on Schedule A attached hereto (the "*Marks*");

WHEREAS, Assignor, Assignee and Assignor's shareholders are parties to the Asset Purchase Agreement, dated April 3, 2009 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

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

1. Assignor hereby irrevocably sells, conveys, assigns, transfers, delivers and sets over to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect income, royalties, damages, products, proceeds and payments with respect to any of the foregoing, , including all claims against third parties for past, present or future infringement or misappropriation thereof or other conflicts therewith, and all rights to sue and recover for past, present or future infringement or misappropriation of or other conflicts with any of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) otherwise effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.


\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

**WISE INDUSTRIES, INC.**

By:   
Name: RONALD D. WISE  
Title: PRES.

Acknowledgement:

**BEDRUG, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

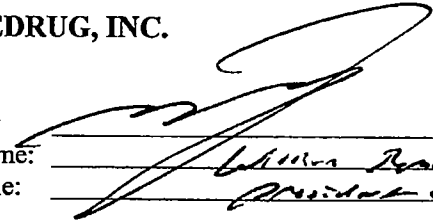
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

WISE INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledgement:

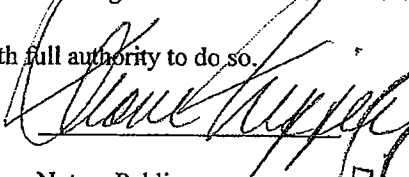
BEDRUG, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

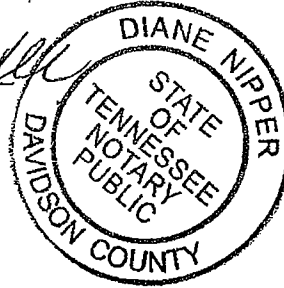
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF TN : ss.:  
CITY/COUNTY OF DAVIDSON )

On this 3rd day of APR, 2009, before me came RON WISE who stated that he/she is the PRESIDENT of Wise Industries, Inc. and acknowledged that he/she executed the above Assignment as the act and deed of Wise Industries, Inc. with full authority to do so.



Notary Public  
EXP 1/9/12



NOTARIAL CERTIFICATE

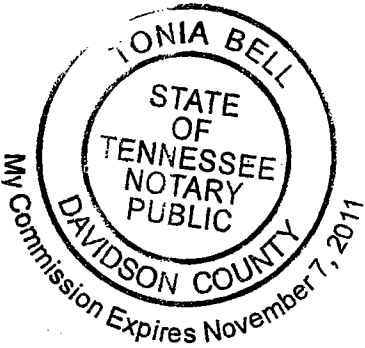
UNITED STATES OF AMERICA )  
STATE OF IN : ss.:  
CITY/COUNTY OF Davidson )

William J Reminder

On this 1 day of April, 2009, before me came ↑, who stated that he/she is the  
CEO of Wise Industries, Inc. and acknowledged that he/she executed the above Assignment as  
the act and deed of Wise Industries, Inc. with full authority to do so.

Tonia Bell

Notary Public





**Schedule A**

| <b>Mark</b> | <b>Jurisdiction</b>          | <b>Status</b> | <b>Reg. No./ App. No.</b> | <b>Reg. Date/ Filing Date</b> |
|-------------|------------------------------|---------------|---------------------------|-------------------------------|
| BEDRUG      | U.S. Federal                 | Registered    | 2569308<br>[***]          | 5/14/2002                     |
| BEDRUG PLUS | U.S. Federal                 | Registered    | 3412640                   | 4/15/2008                     |
| SPORT LINER | U.S. Federal                 | Registered    | 3406511                   | 4/1/2008                      |
| BEDRUG      | Canada                       | Registered    | TMA611318                 | 5/27/2004                     |
| SPORT LINER | Canada                       | Pending       | 1236808                   | 11/3/2004                     |
| BEDRUG      | European Community Trademark | Registered    | 2800563                   | 6/16/2004                     |
| SPORT LINER | European Community Trademark | Pending       | 7046709                   | 7/8/2008                      |
| SPORT LINER | Mexico                       | Registered    | 1043489                   | 5/30/2008                     |
| BEDRUG      | Mexico                       | Registered    | 778114                    | 1/31/2003                     |
| BEDRUG      | Australia                    | Registered    | 906757                    | 3/19/2002                     |
| BEDRUG      | European Community Trademark | Registered    | 2626281                   | 8/20/2004                     |
| SPORT LINER | European Community Trademark | Pending       | 7330971                   | 10/21/08                      |

[\*\*\*] Please release security interest granted by Wise Industries Inc. to Union Planters Bank on May 13, 2002.