

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Registrant/Debtor voluntary surrender of collateral, Secured party disposition of collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
russell&hazel, LLC		02/18/2009	LIMITED LIABILITY COMPANY: MINNESOTA
PrinSource Capital Companies, LLC		02/23/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Gartner Studios, Inc.
Street Address:	220 East Myrtle Street
City:	Stillwater
State/Country:	MINNESOTA
Postal Code:	55082
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3420553	KIT
Registration Number:	2782985	SNIFFERIFICS
Registration Number:	2801164	SMARTGRID
Registration Number:	2719082	SMARTRULE
Registration Number:	2843489	R+H

CORRESPONDENCE DATA

Fax Number: (612)573-2005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-767-2511
 Email: jmweyrauch@dbclaw.com
 Correspondent Name: John M. Weyrauch
 Address Line 1: 100 South Fifth Street

CH \$140.00 3420553

Address Line 2: Suite 2250
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	G483.705.100
NAME OF SUBMITTER:	John M. Weyrauch
Signature:	/John M. Weyrauch/
Date:	06/04/2009

Total Attachments: 12

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**AGREEMENT FOR
VOLUNTARY SURRENDER OF COLLATERAL**

This is an Agreement made and entered into this 18th day of February 2009, by and between PrinSource Capital Companies, LLC (the "Factor") and russell&hazel, LLC, a Minnesota limited liability company (the "Client").

RECITALS

A. The Factor and the Client are the parties to that certain Accounts Receivable Agreement dated as of October 17, 2007 (the "Receivable Agreement"). Terms not otherwise expressly defined herein shall have the meanings set forth in the Receivable Agreement.

B. As of the date hereof, the obligations of the Client under the Receivable Agreement, without defense, counterclaim or right of set-off, are in the sum of [Redacted] plus fees, costs and expenses allowable under the Receivable Agreement as of February 5, 2009 and accruing thereafter (the "Upaid Claim Amount").

C. The Factor holds a perfected security interest in all of the Client's accounts, inventory, equipment, instruments, documents, contract rights, chattel paper, general intangibles and the proceeds thereof, now owned or hereinafter acquired and all proceeds and products thereof (all of the foregoing being referred to herein as the "Collateral"). Included among the Collateral is certain inventory, which is identified in the Inventory Listing attached hereto as Exhibit A.

D. The Client admits that Events of Default have occurred and are continuing under the Receivable Agreement and that all amounts owing to the Factor thereunder are immediately due and payable in full.

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration the receipt of which is hereby acknowledged, the Factor and the Client agree as follows:

1. The foregoing recitals are true and correct and constitute a part of this Agreement.
2. The Client agrees to voluntarily surrender to the Factor possession and the right to possession of all Collateral of every kind and nature and wherever located including, without limitation, the Client's accounts, inventory, equipment, instruments, documents, contract rights, chattel paper, general intangibles and all proceeds and products thereof as well as all books and records relating thereto (all Collateral surrendered hereunder will be referred to herein as the "Surrendered Collateral"). The Surrendered Collateral will remain subject to the security interest of the Factor. **THE CLIENT WAIVES ANY NOTICE OF THE DISPOSITION OF THE SURRENDERED COLLATERAL WHICH MAY BE REQUIRED BY SECTION 9-611 OF THE UNIFORM COMMERCIAL CODE ADOPTED IN MINNESOTA (THE "UCC").**

3. Upon execution and delivery of this Agreement, the Client, at the Factor's request will deliver the Surrendered Collateral to the Factor. In addition, the Client agrees to turn over to the Factor on the date hereof any and all books, records or other documents or other information (whether written or oral) required by the Factor. For so long as it retains possession of these records, Factor shall safeguard these records in the same manner that it safeguards its own business records in the ordinary course of its business.

4. To induce the Factor to enter into this Agreement and to accept the Client's voluntary surrender of all of Client's right, title and interest in the Surrendered Collateral, the Client represents that the Client has good and marketable title to the Surrendered Collateral, free and clear of all security interests, liens or encumbrances other than those in favor of the Factor or those in favor of third parties that have subordinate security interests in the Surrendered Collateral and have perfected such interest by a filing in the Office of the Minnesota Secretary of State or otherwise arise by operation of law. The Client acknowledges and agrees that the Factor has a valid, perfected security interest in all of the Surrendered Collateral. In view of such valid, perfected security interest, the Client further acknowledges and agrees that the voluntary surrender of the Surrendered Collateral to the Factor under this Agreement will not result in the Factor receiving more than the Unpaid Claim Amount.

5. On the date hereof, or thereafter if necessary, the Client, without cost or expense to the Factor shall execute and deliver to or cause to be executed and delivered to the Factor or to any third party acquiring the Surrendered Collateral such further instruments and take such other action as the Factor may reasonably require to carry out more effectively the transfer of the Surrendered Collateral by the Factor to third parties and to protect the right, title and interest of such third parties in, and enjoyment of, the Surrendered Collateral transferred to them.

6. To the extent that the Factor requires access to information on the Client's computer or telephone numbers to facilitate the liquidation of the Surrendered Collateral, Client will, upon reasonable notice from Factor provide to Factor the information. The Client agrees to forward to the Factor any Client mail that relates to receiving collections on the Surrendered Collateral or any other information with respect to the Surrendered Collateral. The Client agrees to permit the Factor to collect the Client's mail for the purpose of receiving collections on the Surrendered Collateral or to receive other information with respect to the Surrendered Collateral. If the Factor collects the Client's mail, the Factor will expeditiously forward such mail to the Client after removing collections on, and other information with respect to, the Surrendered Collateral.

7. The voluntary surrender of the Surrendered Collateral by the Client hereunder is intended to be, and shall constitute, a voluntary surrender of the same in connection with the Factor's foreclosure of its security interest in the Surrendered Collateral. The voluntary surrender hereunder is not a transfer for security nor is such voluntary surrender an election or proposal by the Factor to retain the Surrendered Collateral in satisfaction of the obligations of the Client to the Factor. The Client's indebtedness to the Factor under the Receivable Agreement shall not be reduced except to the extent of net proceeds (after deduction of all costs and expenses incurred by the Factor) received by the Factor from the collection of or other disposition of the Surrendered Collateral. The Client acknowledges that the Factor is reserving all of its rights under the Receivable Agreement, at law or in equity including, without limitation,

the Factor's right to pursue a deficiency against the Client or any Guarantor. **THE CLIENT WAIVES ANY RIGHT TO REDEEM ANY OF THE SURRENDERED COLLATERAL WHICH IT MAY HAVE UNDER SECTION 9-623 OF THE UCC.** The Client further agrees that it shall not have any right whatsoever to repurchase the Surrendered Collateral, it being understood that the Client reserves no rights whatsoever in connection with such voluntary surrender except for its right to receive surplus proceeds.

8. The Client acknowledges and agrees that neither it nor any of its officers, directors, shareholders or employees will receive any direct or indirect consideration for surrendering the Surrendered Collateral and there are no agreements or understandings of the Client, any of its officers, directors, shareholders or employees which will result in any direct or indirect consideration to the Client, or any of its officers, directors, shareholders or employees for such surrender. The Client will cause its officers, directors, employees and shareholders to cooperate with the Factor in the foreclosure of the Factor's security interest in the Surrendered Collateral.

9. Also to induce the Factor to enter into this Agreement, the Client represents and warrants to the Factor that the execution, delivery and performance by the Client of the terms of this Agreement and any other documents have been duly authorized by all necessary corporate action, do not require any approval or consent of, or any registration, qualification or filing with, any governmental agency or authority or any approval or consent of any other person (including, without limitation, any stockholder or member), or, if such approval or consent is required, such consent has been obtained by the Client .

10. The Client hereby stipulates and agrees that it is not entitled to any commission or other remuneration from the Factor upon the Factor's disposition of the Surrendered Collateral. No action undertaken by the Factor pursuant hereto will in any way limit or discharge the Factor's security interest in any of the Surrendered Collateral, or any other interests of the Factor in any other real or personal property of the Client or of any Guarantor or any of their respective affiliates. The Client further stipulates and agrees that the Factor does not intend to create any third party beneficiary rights by this Agreement and that no liabilities of the Client to any third party (including, without limitation, any taxing authority) of any kind whatsoever are being assumed, directly or indirectly, by the Factor.

11. No amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Client and the Factor and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

12. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF.**

13. Any notice or other communications required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or

mailed by certified mail, return receipt requested, first class postage prepaid, addressed as follows:

To the Factor: PrinSource Capital Companies, LLC
5354 Parkdale Drive
Suite 100
Minneapolis, MN 55416
Attention: Ms. Karen A. Turnquist

To the Client: russell&hazel, LLC
4388 France Avenue South
Minneapolis, MN 55410
Attention: Chris Plantan

or such other address as shall be similarly furnished in writing by any party.

14. Neither the execution of this Agreement nor any action taken by parties hereto is intended to be, nor shall it be construed to be, the formation of any agency relationship, any partnership or joint venture. No party shall have the right to obligate or otherwise bind any other party hereunder. No third party beneficiary rights are created hereunder.

15. This Agreement constitutes the entire understanding of the parties with respect to the subject matter thereof. There are no agreements, expressed or implied, among the Client, its officers, directors, shareholders and employees and the Factor with respect to the surrender of the Surrendered Collateral or for any payment of any additional sums by the Factor, except as set forth herein.

16. The Client hereby represents and warrants to the Factor that no events have taken place and no circumstances exist through the time of the Client's execution and delivery hereof which would give the Client the right to assert a defense, offset or counterclaim to any claim by the Factor for payment of Client's obligations under the Receivable Agreement. The Client, for good and valuable consideration, including, without limitation, Factor's executing this Agreement, hereby releases and forever discharges Factor and each of Factor's directors, officers, employees, agents, attorneys, successors, assigns, and participants from any and all actions, causes of action, suits, proceedings, debts, sums of money, covenants, contracts, controversies, claims, losses and demands, of any kind whatsoever, if any, whether absolute or contingent, known or unknown, matured or unmatured, at law or in equity, which Client may now have or ever had to through the time of the Client's execution and delivery of this Agreement, in whatever capacity, against Factor or any of its directors, officers, employees, agents, attorneys, successors, assigns, and participants. The Client hereby further agrees that all actions of Factor and its directors, officers, employees, agents, attorneys, successors, assigns, and participants and all interest, fees, costs and other charges of Factor in connection with this Agreement and the Receivable Agreement have been reasonable to date and agrees to indemnify and hold harmless Factor and its directors, officers, employees, agents, attorneys, successors, assigns, and participants against any claims relating to the Receivable Agreement and such obligation is a continuing and unconditional obligation of Client.

17. The Client represents to Factor that it has consulted with and received advice from legal counsel of its choice with respect to this Agreement, or has had the opportunity to consult with legal counsel of its choice and has made its own decision not to consult legal counsel. The Client hereby represents to Factor and acknowledges and agrees that it has legal and business options available to it other than the execution and delivery of this Agreement but has nevertheless decided to execute and deliver this Agreement and has done so voluntarily and without duress.

18. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such portion without invalidating the remaining provisions of this Agreement, or any other agreement executed between Factor and Client or affecting the validity or enforceability of such provisions.

19. This Agreement may be executed in one or more counterparts and by separate parties in separate counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument.

PrimSource Capital Companies, LLC

By: 

Its: _____

russell&hazel, LLC

By: 

Its: _____

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") agreement made this 23rd day of February 2009, by and between PrinSource Capital Companies, LLC (hereinafter referred to as "the Secured Party") and Gartner Studios, Inc. (hereinafter referred to as "Buyer").

WITNESS:

WHEREAS, the Secured Party has a security interest in the property of BrandNu, LLC "BrandNu") and russell & hazel, LLC ("R&H"; together with BrandNu, the Debtors"), described in the Bill of Sale attached hereto and incorporated herein as Exhibit A (the "Property");

WHEREAS, on or about October 17, 2007, the Secured Party entered into an Accounts Receivable Agreement (the "Factoring Agreement") with the Debtors and pursuant to the terms of the Factoring Agreement, the Debtor's granted PrinSource a security interest in the Property;

WHEREAS, the Secured Party perfected its security interest in the Property by filing of financing statements with the office of the Minnesota Secretary of State on or about October 17, 2007 as Document Nos. 200718625579 and 200718625733;

WHEREAS, the Debtors owe the Secured Party in excess of *Redacted* under the Factoring Agreement;

WHEREAS, on or about January 16, 2009, BrandNu entered in to an Agreement for the Voluntary Surrender pursuant to which, among other things, BrandNu agreed to surrender the collateral securing the repayment of its obligations in favor of the Secured Party. On or about February 18, 2009, R&H entered in to an Agreement for the Voluntary Surrender pursuant to which, among other things, R&H agreed to surrender the collateral securing the repayment of its obligations in favor of the Secured Party. The collateral surrendered thereunder is included in the description of the Property;

WHEREAS, on or about January 14, 2009 and again on January 20, 2009, the Secured Party sent to the parties listed on the notices by U.S. Mail Notices of Disposition of Collateral concerning the Property;

WHEREAS, the Buyer desires to purchase from the Secured Party and the Secured Party desires to sell to the Buyer the Property pursuant to the terms of this Agreement in a private sale under Minnesota Statutes §336.9-610 as of the date of closing.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement at Closing, as defined in this Agreement, the Secured Party agrees to sell to the Buyer, and Buyer shall purchase from the Secured Party the Property pursuant to the Bill of Sale attached hereto as **Exhibits A** and incorporated herein by reference (the "**Bill of Sale**"). The parties intend that the conveyance by Bill of Sale shall effect a transfer of possession and ownership of the Property to the Buyer free and clear of all liens, security interests, encumbrances and other rights and interests therein as and to the extent provided in Minnesota Statutes § 336.9-617. The sale of the Property contemplated by this Agreement will be "**AS IS,**" "**WHERE IS,**" "**WITH ALL FAULTS,**" **AND THE SECURED PARTY EXPRESSLY STATES THAT THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, VALUE, CONDITION, LOCATION, ACCESSIBILITY OR THE LIKE IN THIS SALE AND THE SECURED PARTY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES EXCEPT AS OTHERWISE PROVIDED IN THE RELEVANT BILL OF SALE.**

2. Purchase Price for the Property. The purchase price (the "**Purchase Price**") for the Property is: *Redacted*

3. Payment of Purchase Price. The Purchase Price shall be paid by Buyer to Secured Party in three installments, as provided hereinafter, by wire transfer in immediately available funds to pursuant to the following routing instructions:

Bank Name:	M&I Marshall & Ilsley Bank Milwaukee, WI
ABA/Routing #:	075 000 051
Acct Name:	PrinSource Capital Companies, LLC Minneapolis, MN
Acct Number:	39417400

The first installment of *Redacted* shall be payable upon the Closing Date; the second installment of *Redacted* shall be payable on or before March 15, 2009; and the third installment of *Redacted* shall be payable on or before April 15, 2009. The date that each installment becomes due is referred to herein as the "Due Date." In the event that the Buyer shall fail to pay any installment on or before its due date, the Buyer shall pay interest to the Secured Party on any unpaid installment at the rate of: *Redacted* for each day that each installment remains unpaid after the Due Date.

4. Closing. The closing under this Agreement (the "**Closing**") shall take place on the February 23, 2009 or at such other time as may be mutually agreed upon by the parties (such date being the "Closing Date").

5. Representations and Warranties.

a. Secured Party hereby represents and warrants to Buyer as follows:

i. Secured Party is a Minnesota limited liability company duly organized and validly existing and has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement and all instruments and other documents executed and delivered by the Bremer in connection herewith.

ii. This Agreement constitutes a legal, valid and binding obligation of PrinSource enforceable against it in accordance with its terms.

iii. PrinSource has not heretofore sold, assigned, transferred or otherwise encumbered any or all of its right and interest in and to the Property.

iv. PrinSource's conveyance of the Property listed in the Bill of Sale, attached hereto, to Buyer is intended to be one made by private sale under Minnesota Statute § 336.9-610.

v. To the best of the Secured Party's knowledge and information, no stay, injunction, or order or decree of similar effect by any court or governmental entity having jurisdiction over the parties hereto is in effect prohibiting the Secured Party from performing hereunder.

vii. on or about January 14, 2009 and again on January 20, 2009, the Secured Party sent to the parties listed on the notices by U.S. Mail two Notices of Disposition of Collateral concerning the Property. A true and correct copy of each of these notices is attached hereto as **Exhibit B**.

b. Buyer hereby represents and warrants to the Secured Party as follows:

i. The representations and warranties of the Buyer shall be true and accurate from and including the dates of execution of this Agreement to and including the closing of the transaction hereunder.

ii. No stay, injunction or order or decree of similar effect of any court or governmental entity having jurisdiction of the parties hereto shall be in effect nor any statute or regulation be applicable prohibiting Buyer from performing hereunder.

iii. The Buyer is satisfied that no material portion of the Property is missing as of the date of Closing.

6. Conditions Precedent.

a. The obligation of Buyer hereunder to pay the Purchase Price is subject to fulfillment (or waiver by Buyer) of each of the following conditions precedent as of the date such payment is to be made:

i. The representations and warranties of the Secured Party shall be true and accurate from and including the dates of execution of this Agreement to and including the closing of the transaction hereunder.

ii. No stay, injunction or order or decree of similar effect of any court or governmental entity having jurisdiction of the parties hereto shall be in effect nor any statute or regulation be applicable prohibiting Buyer or the Secured Party from performing hereunder.

iii. The records of the Minnesota Secretary of State, UCC division, shall show that a notice of federal tax lien has not been recorded against either of the Debtors.

b. The conveyance of the Property and delivery of the Bill of Sale at the Closing by the Secured Party is subject to fulfillment (or waiver by the Secured Party) of each of the following conditions precedent:

i. The representations and warranties of Buyer shall be true and accurate from and including the dates of execution of this Agreement to and including the closing of the transaction hereunder.

ii. No stay, injunction or order or decree of similar effect of any court or governmental entity having jurisdiction of the parties hereto shall be in effect nor any statute or regulation be applicable prohibiting the Secured Party from performing hereunder.

iii. Buyer shall have executed a promissory note and the security agreement in favor of the Secured Party in accordance with the provisions of Section 3 above.

7. Risk of Loss: Risk of loss of the Property shall pass to the Buyer at Closing and, further, Buyer shall have no recourse under the terms of this Agreement for losses or damages to the Property and such loss or damage shall not reduce the Purchase Price.

8. Expense. Each party shall pay all of its legal, accounting and other expenses incurred in connection with the transactions contemplated by this Agreement.

9. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns but may not be assigned or otherwise transferred by any party without the written consent of all the other parties.

10. Entire Agreement. This instrument contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the transactions contemplated in this Agreement. No supplement, modification

or amendment of this Agreement shall be binding unless executed in writing by the party to be charged therewith.

11. Choice of Law; etc. This Agreement shall be interpreted under the internal laws of the State of Minnesota without regard to the conflicts of law principles of Minnesota. Each party hereby irrevocably submits to the jurisdiction of any Minnesota state court or Federal court sitting in Minneapolis or St. Paul, Minnesota, over any action or proceeding arising out of or relating to the Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Minnesota State or Federal court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each party irrevocably consents to the service of copies of the summons and complaint and any other process which may be served in any such action or proceeding by the mailing by United States certified mail, return receipt requested, of copies of such process to such party's address for notices hereunder. Each party agrees that judgment final by appeal, or expiration of time to appeal without an appeal being taken, in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party to serve legal process in any other manner permitted by law. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR (b) ARISING FROM THE RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Any waiver must be in writing and signed by the party entitled to performance.

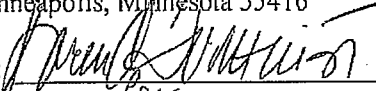
13. Survival of Agreements. All agreements, covenants and obligations herein are material, shall be deemed to have been relied upon by the other party and shall survive the Closing and shall not merge in the performance of any obligation by either party hereto.

14. Counterparts. This Agreement may be executed in counterparts and will be effective when at least one counterpart has been executed by each party to this Agreement. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement.

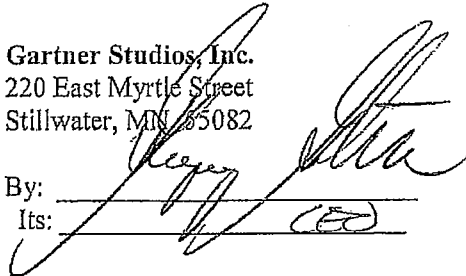
15. Notices. Any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, overnight courier or

United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the first business day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

PrinSource Capital Companies, LLC
5354 Parkdale Drive, Suite 100
Minneapolis, Minnesota 55416

By: 
Its: PrinSource

Gartner Studios, Inc.
220 East Myrtle Street
Stillwater, MN 55082

By: 
Its: Gartner Studios

BILL OF SALE

FOR VALUABLE CONSIDERATION, PrinSource Capital Companies, LLC (the "Seller") pursuant to Minnesota Statutes § 336.9-610 hereby conveys, transfers and assigns over its entire right, title and interest; if any, to **Gartner Studios, Inc.**, a Minnesota corporation, (the "Buyer") in and to the personal property identified as follows:

(1) All inventory of BrandNu, LLC including, without limitation, all inventory located at the warehouse of Assemblers, Inc., of 2850 Columbus Ave, Chicago, IL 60652 including, without limitation, the inventory described in **Exhibit A** attached hereto;

and

(2) All general intangibles of russell&hazel, LLC, including, without limitation, the KIT trademark, the Internet Protocol address of russell&hazel, LLC, (<http://www.russellandhazel.com>), the trade name of russell&hazel as well as any related intellectual property associated with any of the inventory described in **Exhibit I** hereto;

and

(3) Also as to russell& hazel, LLC, all accounts and inventory, equipment, instruments, documents, contract rights, chattel paper, general intangibles (including, without limitation, U.S. Trademark Registration No. 3,420,552 for "KIT by Russell+Hazel" and U.S. Trademark Registration No. 2,944,008 for "russell+hazel"), and the proceeds thereof (including insurance proceeds), wherever located, excepting any and all claims of russell& hazel, LLC against BrandNu, LLC and Douglas B. Tenpas;

(all of the foregoing hereinafter referred to as the "Property").

Seller transfers, conveys and assigns over its interest in the Property to Buyer, "AS IS," "WHERE IS," "WITH ALL FAULTS," AND THE SECURED PARTY EXPRESSLY STATES THAT THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, VALUE, CONDITION, LOCATION, ACCESSIBILITY OR THE LIKE IN THIS SALE AND THE SECURED PARTY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.

Date: February 13, 2009.

PrinSource Capital Companies, LLC

By
Its

EXHIBIT A