

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Robison's, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Idaho
- Other _____

Citizenship (see guidelines) _____

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: Sullivans, Inc.
 Internal Address: _____
 Street Address: 121 Franklin Street
 City: Hanson
 State: Massachusetts
 Country: USA Zip: 02341

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

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) May 21, 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)
3,442,843; 3,442,842; 3,280,563; 3,269,187; 3,834,457; 2,815,538; 2,843,479; 2,403,353; 3,362,410.

Additional sheet(s) attached? Yes No

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

Rocket (word mark); Joe Rocket (word mark); Rocket Nation (word mark); Rapid Transit (word mark); Joe Rocket (word mark); Power Trip (word mark); Rocket Racing (word mark); Rocket Leathers (word mark); Rocket (design plus words)

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

Name: Ethan M. Flaherty, Esq.
 Internal Address: _____
 Street Address: 265 Franklin Street
 City: Boston
 State: Massachusetts Zip: 02110
 Phone Number: 617-951-3100
 Fax Number: 617-951-9929
 Email Address: eflaherty@pablanrussell.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$365.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Ethan M. Flaherty
Signature

June 10, 2009
Date

Ethan M. Flaherty
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

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

OP \$365.00 78881576

CONTINUATION SHEET TO FORM PTO-1594 (Rev. 1-09)
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Conveying Party: Robison's, Inc., an Idaho corporation

Receiving Party: Sullivans, Inc., a Massachusetts corporation
121 Franklin Street
Hanson, MA 02341 USA

Section 4 (cont'd)

A. Trademark Application No.(s):

78/881,576

B. Trademark Registration No.(s):

2,930,303

2,448,649

2,810,453

1,816,946

C. Identification or Description of Trademark(s):

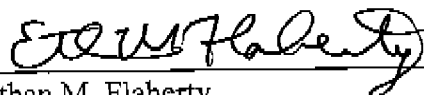
Rocket Nation (word mark)

Power Trip (design plus words)

Rocket (design plus words)

JOE ROCKET (design plus words)

JOE ROCKET (typed drawing)



Ethan M. Flaherty
Pabian & Russell, LLC
265 Franklin Street
Boston, MA 02110
Phone: (617) 951-3100
Fax: (617) 951-9929
Email: eflaherty@pabianrussell.com
Date: June 10, 2009

TRADEMARK ASSIGNMENT

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00); the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR: **Robison's, Inc.**, 925 Turnbull Drive, Idaho Falls, Idaho 83401, hereby sells, assigns and transfers to ASSIGNEE: **Sullivans, Inc.**, 121 Franklin Street, Hanson, Massachusetts 02341, and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States, its territorial possessions and Puerto Rico, any and all of the following trademark and service mark registrations and applications, including all common law rights and goodwill associated therewith, which are found in the attached Schedule (hereinafter, "the Trademarks"), including the right to collect future damages therefor.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to ASSIGNOR and will testify as to the same in any opposition, cancellation, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its successors, assigns and legal representatives, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks. This Assignment and its covenants shall be binding upon ASSIGNOR'S successors, assigns, heirs, and legal representatives, and shall inure for the benefit of ASSIGNEE and its successors and assigns.

ASSIGNOR hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record ASSIGNEE as the owner of the Trademarks and to issue to ASSIGNEE, in lieu of ASSIGNOR, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

This Assignment shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflict or choice of law rules thereof or any other jurisdiction.

This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of ASSIGNOR and ASSIGNEE.

If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE, by their duly authorized officers, agree to the foregoing terms and provisions:

"Assignor"

"Assignee"

Robison's, Inc.

Sullivans, Inc.





By: _____
Randy Robison, President

By: _____
Robert Sullivan, President

Date: _____

Date: _____

Schedule
US Trademarks

HD&P Reference No.	Registration/Serial No.	Trademark
9428-200001/US	1,816,946	JOE ROCKET
7471-200003/US	2,403,353	ROCKET LEATHERS
7471-200004/US	2,448,649	 MISCELLANEOUS DESIGN (fanciful depiction of word "Rocket")
7471-200029/US	2,843,479	ROCKET RACING
7471-200033/US	2,815,538	POWER TRIP
7471-200034/US	2,810,453	 MISCELLANEOUS DESIGN (Joe Rocket with flame inside oval)
7471-200037/US	2,834,457	JOE ROCKET
7471-200042/US	2,930,303	 POWER TRIP AND DIAMOND (Stylized)
7471-200043/US	3,269,187	RAPID TRANSIT
7471-200046/US	3,280,563	ROCKET NATION
7471-200049/US	3,362,410	 MISCELLANEOUS DESIGN
7471-200050/US	78/881,576	ROCKET NATION
7471-200051/US	3,442,842	JOE ROCKET
7471-200052/US	3,442,843	ROCKET