

TRADEMARK ASSIGNMENT

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 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
Mr. Michael McIntyre		06/26/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Throwdown Industries, Inc.		
Street Address:	6965 El Camino Real		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92009		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3497833	T THROWDOWN	
Registration Number:	3505817	THROWDOWN TI	
Registration Number:	3503037	THROWDOWN MAG	
Registration Number:	3292043	THROWDOWN	
Registration Number:	3241751	THROWDOWN	
Registration Number:	3462987		
Serial Number:	77243107	THE FIGHT DEPOT	
CORRESPONDENCE DATA			
Fax Number:	(813)387-3050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813 387 3333		
Email:	rjquezon@jawlaw.net		
Correspondent Name:	Jaime R. Quezon		
Address Line 1:	805 W. Azeele Street		
Address Line 4:	tampa, FLORIDA 33606		

OP \$190.00 3497833

NAME OF SUBMITTER:	jaime r quezon
Signature:	/jaime r quezon/
Date:	07/02/2009
Total Attachments: 6 source=TD TM Assignment SIGNED#page1.tif source=TD TM Assignment SIGNED#page2.tif source=TD TM Assignment SIGNED#page3.tif source=TD TM Assignment SIGNED#page4.tif source=TD TM Assignment SIGNED#page5.tif source=TD TM Assignment SIGNED#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 20 day of June, 2009, by and between MICHAEL MCINTYRE, of 1543 Clifftop Avenue, San Marcos, CA 92078 ("ASSIGNOR"), and THROWDOWN INDUSTRIES, INC., a California Corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks (the "Marks") and other intellectual property (the "Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used; AND

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE and ASSIGNEE desires to accept all of ASSIGNOR'S right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby states the following:

1. REPRESENTATIONS AND WARRANTIES. ASSIGNOR represents and warrants that ASSIGNOR (A) is the sole, true, and rightful owner of all rights, title and interest in and to the Marks and the Property; and (B) has the authority to enter into this Assignment; and (C) has made no previous assignment of the Marks or Property to any third party.

2. ASSIGNMENT. ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE and ASSIGNEE accepts all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (A) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered; and (B) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (C) all rights to sue for past, present and future infringements or misappropriations of the Marks.

3. FURTHER ASSURANCES. ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

4. GOVERNING LAW. This Assignment has been entered into in the State of Florida, as such, this Assignment, and the performances due hereunder, shall be construed and governed in accordance with the laws of the State of Florida, with venue lying exclusively in Pinellas County, Florida.

5. AMENDMENT, WAIVER, OR MODIFICATION. No amendment, waiver, or modification of this Assignment shall be binding unless it is in writing and signed by both Parties and dated subsequent to the date hereof.

6. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, and successors and assigns of the Parties hereto.

[Signatures to Follow]

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR


MICHAEL MCINTYRE

STATE OF: County of:

The foregoing instrument was acknowledged before me this June 20th, 2009 by MICHAEL MCINTYRE who is ~~personally known to me or has produced~~ as identification



Notary Public notary Public



EXHIBIT A

INTELLECTUAL PROPERTY – TRADEMARKS & DOMAINS

Name: Updated by MM: June 26, 2009	Class	Application	Registration
	41	77373023	3507692
		16-Jan-08	30-Sep-08
THROWDOWN	25	77397755	3536368
	28	14-Feb-08	25-Nov-08
THROWDOWN	5	77195751	3497833
"Anvil logo and word"	32	1-Jun-07	9-Sep-08
THROWDOWN	18	77034591	3462987
"Anvil logo"	25	1-Nov-06	8-Jul-08
THROWDOWN	41	77373048	3511347
"Anvil logo"		16-Jan-08	7-Oct-08
THROWDOWN TI	18	77035343	3505817
	25	2-Nov-06	23-Sep-08
THROWDOWN ELITE	41	77373033	3589923
		16-Jan-08	17-Mar-19
THROWDOWN FIGHTGEAR	25	77397753	3582470
	28	14-Feb-08	3-Mar-09
THROWDOWN MAG	16	78782872	3503037
		30-Dec-05	16-Sep-08
THROWDOWN	35	3292043	3292043
"Metal logo"		11-Sep-07	11-Sep-07
ANY TIME ANY PLACE	25	77393355	3582452
		10-Feb-08	3-Mar-09
THROWDOWN MAGALOG	16	77532939	Pending
		17-Jul-08	
THROWDOWN PERFORMANCE GEAR	25	77525028	Pending
		17-Jul-08	
THE CIRCLE	28	77387351	Notice of
		2-Feb-08	Allowance
THE HEX	28	77387349	Notice of

		3-Feb-08	Allowance
THIS IS HOW I THROWDOWN	9	77394299	Notice of
		11-Feb-08	Allowance
THROWDOWN		78836781	3241751
"Written word"		14-Mar-06	
THE FIGHT DEPOT		77243107	
		31-Jul-07	
THE FIGHT DEPOT		77242396	
"Logo"		30-Jul-07	
RAGE IN THE CAGE VIDEO LIBRARY			
THROWDOWN		78836781	3241751
"Written word"		14-Mar-06	
THE FIGHT DEPOT		77243107	
		31-Jul-07	
THE FIGHT DEPOT		77242396	
"Logo"		30-Jul-07	
RAGE IN THE CAGE VIDEO LIBRARY			

Domain Names			Domain Names		
Account: 6827859			Account: 1475948		
Password:	Expiration	Status	Password:	Expiration	Status
COMBATRING.COM	12/28/09	Unlocked	THEFIGHTDEPOT.COM	4/19/09	Active - Locked
FANTASYFIGHTCAMP.COM	8/31/09	Active - Locked	THEFIGHTDEPOT.NET	4/19/09	Active - Locked
FIGHTGEARSHOP.COM	12/22/09	Active - Locked	THEFIGHTDEPOT.ORG	3/16/10	Active - Locked
FIGHTSPORTAGENCY.COM	2/8/16	Active - Locked	THEFIGHTDEPOT.TV	4/19/09	Active - Locked
FIGHTSPORTENTERTAINMENT.COM	2/7/10	Active - Locked	THROWDOWNBOXING.COM	1/24/10	Active - Locked
FIGHTSPORTGROUP.COM					Active - Locked
FIGHTSPORTMANAGEMENT.COM	2/7/10	Active - Locked	THROWDOWNELITE.COM	1/24/10	Active - Locked

FIGHTSPORTMEDIA.COM	2/7/10	Active - Locked	THROWDOWNELITE.INFO	1/24/10	Active - Locked
RAMPAGEENERGY.COM	7/19/09	Active - Locked	THROWDOWNELITE.NET	1/24/10	Active - Locked
RAMPAGEPUNCH.COM	7/19/09	Active - Locked	THROWDOWNELITE.ORG	1/24/10	Active - Locked
TAPOUTMAG.BIZ	12/27/09	Active - Locked	THROWDOWNELITETC.COM	1/24/10	Active - Locked
TAPOUTMAG.COM	12/28/09	Active - Locked	THROWDOWNELITETC.NET	1/24/10	Active - Locked
TAPOUTMAG.INFO	12/28/09	Active - Locked	THROWDOWNGYM.COM	1/24/10	Active - Locked
TAPOUTMAG.NET	12/28/09	Active - Locked	THROWDOWNGYM.NET	1/24/10	Active - Locked
TEAMTHROWDOWN.COM	7/17/09	Active - Locked	VANGUARDCAGE.COM	3/16/10	Active - Locked
THROWDOWN.COM	4/26/16	Active - Locked	VANGUARDCAGE.NET	3/16/10	Active - Locked
THROWDOWN.INFO	5/29/09	Active - Locked	VANGUARDCAGES.COM	3/16/10	Active - Locked
THROWDOWN.NAME	5/29/09	Active - Locked	VANGUARDFIGHTGEAR.COM	3/16/10	Active - Locked
THROWDOWN.TV	5/29/11	Active - Locked	VICTORYCAGES.COM	3/16/10	Active - Locked
THROWDOWN.WS	5/28/09	Active - Locked	VICTORYFIGHT.COM	3/16/10	Active - Locked
THROWDOWNBEVERAGE.COM	7/19/09	Active - Unlocked	VICTORYFIGHTGEAR.COM	3/16/10	Active - Locked
THROWDOWNCAGE.COM	5/28/09	Active - Locked	Domain Names		
THROWDOWNCAGE.NET	5/28/09	Active - Locked	Account: 17446772		
THROWDOWNCAGE.TV	5/28/11	Active - Locked	Password:		
THROWDOWNCLOTHING.COM	7/17/09	Active - Locked	throwdownshop.com	11/16/09	Active - Unlocked
THROWDOWNDRINK.COM	5/28/09	Active - Locked			
THROWDOWNDRINK.NET	5/28/09	Active - Locked			
THROWDOWNENERGY.COM	2/7/10	Active - Locked			
THROWDOWNENERGYDRINK.COM	7/19/09	Active - Locked			
THROWDOWNEVENT.COM	5/28/09	Active - Locked			
THROWDOWNEVENT.TV	5/28/09	Active - Locked			
THROWDOWNFANTASYCAMP.COM	7/10/09	Active - Locked			
THROWDOWNFIGHTGEAR.COM	7/20/09	Active - Locked			
THROWDOWNICE.COM	7/19/09	Active - Locked			
THROWDOWNINDUSTRIES.COM	2/7/10	Active - Locked			
THROWDOWNINDUSTRIES.NET	2/7/10	Active - Locked			
THROWDOWNINDUSTRIES.TV	2/7/10	Active - Locked			
THROWDOWNLOAD.BIZ	2/21/10	Active - Locked			
THROWDOWNLOAD.COM	2/21/10	Active - Locked			
THROWDOWNLOAD.INFO	2/22/10	Active - Locked			
THROWDOWNLOAD.NET	2/21/10	Active - Locked			

THROWDOWNRING.COM	5/28/09	Active - Locked			
THROWDOWNRING.NET	5/28/09	Active - Locked			
THROWDOWNRING.TV	5/28/09	Active - Locked			
THROWDOWNTC.BIZ	5/28/09	Active - Locked			
THROWDOWNTC.COM	5/28/09	Active - Locked			
THROWDOWNTC.NET	5/28/09	Active - Locked			
THROWDOWNTC.ORG	5/29/09	Active - Locked			
THROWDOWNTC.TV	5/28/09	Active - Locked			
THROWDOWNTRAININGCENTER.BIZ	5/28/09	Active - Locked			
THROWDOWNTRAININGCENTER.COM	5/28/09	Active - Locked			
THROWDOWNTRAININGCENTER.INFO	5/29/09	Active - Locked			
THROWDOWNTRAININGCENTER.NET	5/28/09	Active - Locked			
THROWDOWNTRAININGCENTER.ORG	5/29/09	Active - Locked			
THROWDOWNTRAININGCENTER.TV	5/28/09	Active - Locked			
THROWDOWNTRAININGCENTER.US	5/28/09	Active - Locked			
THRWDWN.COM	2/7/10	Active - Locked			
UFCOCTAGON.COM	12/28/09	Active - Locked			
ULTIMATEFIGHTINGCAGE.COM	12/28/09	Active - Unlocked			