

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
Ductz Holdings LLC		09/15/2009	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	HOODZ INTERNATIONAL LLC		
Street Address:	185 Oakland, Suite 300		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3641527	HOODZ	
Registration Number:	3675459	HOODZ	
Serial Number:	77781284	HOODZ	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 222-4776		
Email:	jbisdorf@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	201 S. Main St., Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	INREC-TRADE		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		

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Signature:	/jdb/
Date:	09/15/2009
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of the last date below written is made by and between **DUCTZ HOLDINGS LLC**, a Michigan limited liability company ("Assignor") and **HOODZ INTERNATIONAL LLC**, a Delaware limited liability company ("Assignee").

Recitals:

- A. Assignor is the owner of record of the trademarks (the "Trademarks") listed on Schedule A.
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

NOW, THEREFORE, in exchange for One and 00/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks that it may have, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.

3. Assignor further covenants and agrees that it shall, at any time, upon request, at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.

4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.

5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on following page]

Exhibit A

Trademarks


United States:

TRADEMARK	SERIAL NO.	REGISTRATION NO.
HOODZ	77554752	3675459
HOODZ	77977202	3641527



77781284	Not yet registered
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Canada:

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
	1446046	Not yet registered

International:

TRADEMARK	INTERNATIONAL REGISTRATION NO.	COUNTRIES OF REGISTRATION:
HOODZ	0982365	Great Britain