

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
Finley Products, Inc.		09/29/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BLITZ U.S.A., INC.
Street Address:	404 26th Ave. N.W.
City:	Miami
State/Country:	OKLAHOMA
Postal Code:	74354
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2295859	2 X 4 BASICS
Registration Number:	2730874	ANYSIZE CHAIR
Registration Number:	2332147	SHELFLINKS
Registration Number:	1900647	DEKMATE
Registration Number:	2581711	JUST ADD 2X4'S
Registration Number:	2946949	

CORRESPONDENCE DATA

Fax Number: (913)647-9057
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 913-647-9050
 Email: cdw@hoveywilliams.com
 Correspondent Name: Andrew G. Colombo/Hovey Williams LLP
 Address Line 1: 10801 Mastin Blvd.
 Address Line 2: Suite 1000
 Address Line 4: Overland Park, KANSAS 66210

CH \$165.00 2295859

ATTORNEY DOCKET NUMBER:	AGC/BLITZ/G45/2652.330
NAME OF SUBMITTER:	Andrew G. Colombo
Signature:	/Andrew G. Colombo/
Date:	10/20/2009
Total Attachments: 5 source=TMAssign_Finley_Blitz#page1.tif source=TMAssign_Finley_Blitz#page2.tif source=TMAssign_Finley_Blitz#page3.tif source=TMAssign_Finley_Blitz#page4.tif source=TMAssign_Finley_Blitz#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of October 2, 2009 between Finley Products Inc., a Pennsylvania corporation located at 1018 New Holland Avenue, Lancaster, PA 17601 ("Assignor") in favor of Blitz U.S.A., Inc., an Oklahoma corporation located at 404 26th Ave. NW, Miami, Oklahoma 74354 ("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 goodwill associated therewith, 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 as of the date hereof (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 or otherwise 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 Delaware. Each of Assignee and Assignor hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the federal court of the United States of America sitting in Delaware, and any appellate court thereof, in any action or proceeding arising out of or relating to this Assignment or for recognition or enforcement of any judgment relating to this Assignment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court or, to the extent such court does not have jurisdiction, in any state court sitting in Delaware. Each of Assignee and Assignor agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
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.

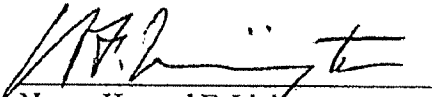
* * * * *

[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.

FINLEY PRODUCTS INC.

By: 
Name: Howard F. Livingston
Title: President

Acknowledgement:

BLITZ USA, INC.

By: _____
Name: _____
Title: _____

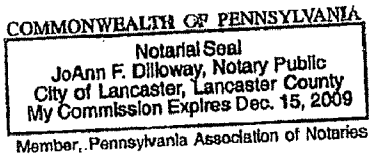
COMMONWEALTH OF PENNSYLVANIA)

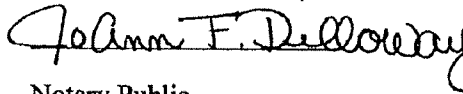
) ss:

COUNTY OF LANCASTER)

ACKNOWLEDGMENT

On this 29th day of Sept, 2009, before me came Howard F. Livingston, who stated that he/she is the President of Finley Products Inc. and acknowledged that he/she executed the above Assignment as the act and deed of Finley Products Inc. with full authority to do so.




Notary Public

EXECUTION COPY

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.

FINLEY PRODUCTS INC.

By: _____
Name:
Title:

Acknowledgement:

BLITZ U.S.A., INC.

By: 
Name: Rocky Flick
Title: Chief Executive Officer

STATE OF NEW YORK)

) ss:

CITY/COUNTY OF _____)

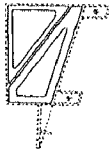
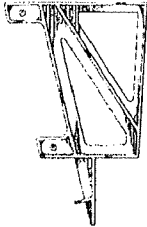
ACKNOWLEDGMENT

On this ___ day of _____, 2009, before me came _____, who stated that he/she is the _____ of Finley Products Inc. and acknowledged that he/she executed the above Assignment as the act and deed of Finley Products Inc. with full authority to do so.

Notary Public

Schedule A

Trademark Registrations

Jurisdiction	Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Status
US	2X4 BASICS	75561918 9/22/1998	2295859 11/20/1999	Registered
US	ANYSIZE CHAIR	76194998 1/16/2001	2730874 6/24/2003	Registered
US	SHELFLINKS	75658885 3/12/1999	2332147 3/21/2000	Registered
US	DEKMATE	74331403 11/16/1992	1900647 6/20/1995	Registered
US	JUST ADD 2X4'S	76235407 4/4/2001	2581711 6/18/2002	Registered
US	Design Mark 	78310534 10/7/2003	2946949 5/3/2005	Registered
Canada	DEKMATE	071199500 8/31/1992	TMA430414 7/15/1994	Registered
Canada	Design Mark 	117134600 3/18/2003	TMA643520 7/5/2005	Registered