

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
Canine Covers, Inc.		06/21/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Covercraft Industries, Inc.		
Street Address:	100 Enterprise Blvd.		
City:	Pauls Valley		
State/Country:	OKLAHOMA		
Postal Code:	73075		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2792081	CANINE COVERS	
CORRESPONDENCE DATA			
Fax Number:	(213)629-1033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-488-7100		
Email:	LA-TMDocketing@pillsburylaw.com		
Correspondent Name:	Jennifer T. So		
Address Line 1:	725 S. Figueroa Street		
Address Line 2:	Suite 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	81107-383651		
NAME OF SUBMITTER:	Jennifer T. So		
Signature:	/jts/da/81107-383651/		
Date:	11/19/2009		

CH \$40.00 2792081

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("the Agreement") is made and entered into this 21 day of June, 2004, by and between CANINE COVERS, INC., a California corporation (the "Seller") and COVERCRAFT INDUSTRIES, INC., a California corporation (the "Buyer"),

WITNESSETH:

WHEREAS, Seller desires to sell, and Buyer desires to purchase certain assets, properties and rights of Seller used in connection with Seller's business (the "Business") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in reliance upon the representations and warranties herein contained, the parties agree as follows:

1. PURCHASE AND SALE OF ASSETS.

1.1 Agreement to Sell. Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, at and as of the Closing (hereinafter defined), all of the Seller's right, title and interest in and to the assets and properties as described in Section 1.2 below (collectively, the "Assets") free and clear of all liens, mortgages, pledges, encumbrances or charges of whatsoever kind or character.

1.2 Assets to be Purchased by Buyer. The Assets to be purchased by Buyer shall consist of the following:

1.2.1 General Intangibles. All of Seller's right, title and interest in and to intangible personal property of every kind and nature including, without limitation, corporate or other business records, operating manuals, training manuals, manuals, sales literature, samples, drawings, applications lists, inventions, designs, Seller's name, service marks, trademarks, trade names, trade secrets, goodwill, registrations, copyrights, licenses, permits, including but not limited to all associated customer lists, contacts, telephone numbers, computer software including but not limited to any and all licenses for computer software, prospective business leads and the like all of which shall become the exclusive property of Buyer at Closing (the "Intangibles"), and

1.2.2 Furniture, Fixtures and Equipment. All of Seller's right, title and interest in, supplies, furniture, fixtures and equipment and any information and/or warranties related to such, as more particularly described at Exhibit "A" attached hereto and made a part hereof (the "FF&E").

1.3 Excluded Assets. Notwithstanding anything set forth above to the contrary, Seller shall not sell to Buyer, and Buyer shall not purchase from Seller, any of Seller's right, title and

interest in and to, as of the date of Closing (i) current accounts receivable, (ii) current liabilities, (iii) long term liabilities, (iv) cash on hand or on deposit, (v) patents, and (vi) classification of liabilities and obligations of Seller and which are not expressly disclosed or which are not expressly assumed by Buyer herein. Buyer shall not be responsible for, and shall not assume or agree to pay or discharge, any debts, liabilities or obligations of Seller, whether known or unknown, direct or contingent except as expressly provided herein.

1.4 Packaging/Shipping of Assets. Seller shall be responsible to prepare, assemble, box or crate the Assets for shipping to Buyer. Buyer shall be responsible for the cost to transport the Assets to Buyer's choice of location.

2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price to be paid by Buyer to Seller as consideration for the sale, transfer and conveyance of the Assets to Buyer in accordance with the terms and conditions of this Agreement will be the sum of Ninety Five Thousand and No/100 Dollars (\$95,000.00) (the "Purchase Price"), payable as follows: (i) the amount of \$45,000.00 shall be paid to Seller in immediately available funds at Closing, (ii) the amount of \$30,000.00 shall be paid to Seller on or before thirty (30) days after all Assets are received by Buyer, and (ii) the amount of \$20,000.00 shall be paid to Seller upon the one year anniversary of this Agreement.

2.2 Allocations. The Purchase Price shall be allocated to the Assets as follows:

2.2.1 Intangibles: \$ 70,000 of the Purchase Price; and

2.2.2 FF&E: \$ 25,000 of the Purchase Price.

3. ASSETS.

3.1 Transfer of Title. Seller shall convey good and marketable title to the Assets, free and clear of all liens and encumbrances, pursuant to that certain Warranty Bill of Sale in the form attached hereto as Exhibit "B" and made a part hereof. Seller hereby agrees to pay the cost, including closing costs and any applicable transfer taxes, related to the transfer and assignment of all the Assets.

3.2 Assignment Documents. On the date set for Closing, Seller shall execute and deliver to Buyer fully executed assignments, in a form acceptable to Buyer, for all the Intangibles, including, without limitation, that certain Assignment of Trademarks in the form attached hereto as Exhibit "C" and made a part hereof.

3.3 Continuing Services and Royalties. On the date set for Closing, Buyer, Emilie Hight, current chief executive officer of Seller and Anne Rojas, current president of Seller, shall have executed and delivered a fully executed Services Agreement.

4. ROYALTIES. In addition to the Purchase Price described in Section 2.1 herein, the Buyer will pay certain royalties to Emilie Hight, current chief executive officer of Seller and Anne Rojas, current president of Seller (collectively, the "Employees"), for their continuing

services, all as more particularly set forth in the Independent Contractor Agreement attached hereto as Exhibit "D" and made a part hereof (the "Services Agreement").

5. CLOSING. The completion of the transactions contemplated by this Agreement is herein designated as the closing (the "Closing"). The date set for Closing of the purchase and sale of the Assets, and of the other transactions contemplated by this Agreement shall take place at the offices of Seller on and effective the 30 day of July, 2004 unless extended by agreement of the parties to a later date or to a different location, it being understood that time is of the essence of this Agreement.

6. CONDITION PRECEDENT TO CLOSING. The obligations of Buyer to perform under this Agreement are subject to the following conditions, which conditions may or may not be waived by Buyer in Buyer's sole discretion:

6.1 Buyer and Seller shall have obtained all necessary consents to the consummation of the transactions contemplated hereby;

6.2 Buyer and Seller shall have performed each and all of their respective covenants and agreements that are to be performed on or before Closing;

6.3 All Assets shall be free and clear of liens and encumbrances;

6.4 There shall be no adverse change to the business of Seller prior to Closing;

6.5 All representations and warranties of Buyer and Seller shall be true and correct as of Closing.

6.6 Seller shall make the deliveries set forth in Section 3 herein to the satisfaction of Buyer.

7. CONFIDENTIALITY/NON-COMPETITION/NON-SOLICITATION.

(a) Confidentiality.

(i) The term "Confidential Information" as used in this Agreement shall mean all proprietary information relating directly or indirectly to the Seller or the Seller's business that is not generally known by the general public, including, without limitation, all information (tangible or intangible) regarding the Seller's facilities, processes, operating procedures, financial data, purchasing practices, customer lists, mailing lists, systems, data bases, marketing, management procedures, books and records, employee or personnel data, and all contractual arrangements or proposals, properties and affairs of the Seller, as well as its business plans and budgets.

(ii) Except with the prior written approval of the Buyer, or as required by law, Seller will not, directly or indirectly, for any reason whatsoever, with or without cause, breach the confidence reposed in Seller by using or

disclosing any Confidential Information to any person or entity or permitting any Confidential Information to be used or disclosed to any person or entity.

- (iii) All Confidential Information obtained by, developed, invented or otherwise learned or acquired by Seller is and shall be the sole and exclusive property of the Buyer and shall remain the property of the Buyer.

(b) Non-Competition. A substantial component of the goodwill associated with the Business acquired and paid for by Buyer in connection with the acquisition of the Business would be materially impaired if Seller competed, directly or indirectly, with the Business. In addition, the Business is presently conducted throughout the entirety of the United States. Accordingly, in consideration of such purchase of the Business by Buyer and of the duties granted by Buyer pursuant to the Service Agreement, Seller agrees that it will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, member or in any other individual or representative capacity, engage or participate in any business that is in competition, in any manner whatsoever, with the Business within the United States of America during the term of this Agreement, and, thereafter, for a period of 2 years from the tenth (10th) anniversary of this Agreement.

(c) Non-Solicitation. In consideration of the Buyer's entry into this Agreement and purchase of the Business as described above, the Seller agrees that during the term hereof and, thereafter, for a period of 2 years from the tenth (10th) anniversary of this Agreement, it will not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, member or in any other individual or representative capacity, do any of the following:

- (i) solicit, divert or take away, or attempt to solicit, divert or take away the business of any of the Customers;
- (ii) attempt or seek to cause any of the Customers to refrain from maintaining or acquiring from or through the Buyer any product or service provided by the Buyer; or
- (iii) request or induce any employee of the Buyer to terminate his/her employment with the Buyer or its affiliates or to accept employment with another business entity.

As used in this Section 7, "Customer" means any purchaser from the Buyer within the twelve (12) months preceding termination of employment of the Employees, any purchaser or potential purchaser serviced or solicited by an Employee on behalf of the Buyer or any potential purchaser to whom there is an outstanding proposal, quote, or bid at the time such Employee leaves the employ of the Buyer.

(d) Remedies: Construction. Seller agrees that the remedy at law for any breach by him of any of the provisions of this Agreement will be inadequate and that, in addition

to any other remedies which the Buyer may have, the Buyer shall be entitled to temporary and permanent injunctive relief, without necessity of proving actual damage, and a restraining order restricting any further or continued breach. It is understood and agreed by the parties that the geographical area set forth herein and the time periods set forth herein are divisible so that if this clause is found to be invalid or unenforceable, or if a court should determine that any provision of this Agreement is overly broad, that above-described geographic areas and time periods are severable and the provisions of this Section shall remain in effect for the remaining included geographic areas and/or time periods in which the clause is valid.

8. REPRESENTATIONS AND WARRANTIES.

8.1 By Seller. Seller hereby represents and warrants to Buyer as follows:

8.1.1 Corporate Organization. Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to own or hold the Assets and to operate the Assets as presently operated.

8.1.2 Corporate Authorization. The execution and delivery of this Agreement by Seller and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action, where and if necessary, and upon Seller's execution and delivery of this Agreement, this Agreement will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

8.1.3 No Violation. Neither the execution or delivery of this Agreement by Seller, nor the consummation by it of the transactions contemplated hereby, will constitute a violation of, or be in conflict with, or constitute a default under, or create (or cause the acceleration of the maturity of) any debt, liability or obligation affecting the Assets pursuant to, or result in the creation or imposition of any security interest, mortgage, lien or other encumbrance upon any of the Assets under any contract, lease, agreement or other commitment to which Seller is a party or by which it is bound (other than contracts, leases, and agreements where such provisions would be violated and where such violations have been or are in the process of being waived or such contract, lease or agreement is being released or canceled); or under any judgment, decree, order, regulation or rule of any court or governmental authority; or under any statute or law.

8.1.4 Title to Assets. Seller has good and marketable title in and to all of the Assets free and clear of all security interests, mortgages, liens, pledges, charges, bankruptcy stays or required bankruptcy approvals affecting the Assets in any manner or form, or other encumbrances.

8.1.5 Compliance With Laws. Seller is not in violation in any material respect of any law or order of any court or any federal, state or municipal or other governmental department or agency (including, without limitation, laws, regulations, orders and restrictions applicable to environmental standards and controls, wages and hours, civil rights and occupational health and safety), nor has it received any notice of noncompliance.

8.1.6 Pending Litigation. There are no lawsuits, proceedings, claims or governmental investigations pending or, to the knowledge of Seller, threatened against Seller which question the legality of this Agreement or the transactions contemplated hereby or which would materially impair or adversely affect the Assets or the operation of the Seller as currently operated.

8.1.7 Permits. Seller possesses all material governmental and other permits, licenses, bonds and approvals required for it to own the Assets and to operate the Assets as presently operated and as contemplated to be operated by the Buyer.

8.1.8 Broker. Seller has not employed a broker for the purpose of negotiating the sale of the Assets for Seller. Provided, however in the event any broker files a claim, encumbrance or lien on the Assets for brokerage fees, commissions or finders' fees and expenses in relation to or connection with the transactions contemplated by this Agreement, Seller hereby agrees to pay any and all brokerage fees, commissions, or finders' fees and expenses in connection with such claims, liens or encumbrances of any such broker. Seller further agrees to indemnify Buyer for any claim or any resulting liability from the allegations of any brokerage commissions.

8.1.9 FF&E. To the best of Seller's knowledge, all the FF&E is, subject to normal wear and tear, in good operating condition, has been well maintained and is in good working order.

8.1.10 Notice to Authorities and Creditors. Seller has duly notified, or prior to the Closing will duly notify, all state or local taxing or other persons, entities or authorities of the intended sale of the Assets to Buyers, if applicable law requires that such notice be given by Seller in order to relieve the Buyer of any liability as a successor to Seller in purchasing the Assets.

8.1.11 Accuracy of Documents. All copies of contracts, financial information, documents and all other information provided (whether by copy, original or orally) in connection with the transactions contemplated hereby are complete, correct, true and accurate, and have not been amended or modified.

8.1.12 Access. From and after the date hereof and as needed through and to Closing, Seller will give Buyer, its agents, attorneys, accountants and other representatives, full access during all reasonable hours to all the Assets.

8.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

8.2.1 Entity Organization. Buyer is a corporation duly organized, validly existing and in good standing of the laws of the State of California with full corporate power and authority to own and operate the Assets.

8.2.2 Authorization. The execution and delivery of this Agreement by Buyer and the due consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary corporate action, where and if necessary, and upon Buyer's execution

and delivery of this Agreement, this Agreement will constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

8.2.3 No Violation. Neither the execution or delivery of this Agreement by Buyer, nor the consummation by it of the transactions contemplated hereby, will constitute a violation of, or be in conflict with (i) any term or provision of its Certificate of Incorporation or Bylaws; (ii) any contract, lease, agreement or other commitment to which Buyer is a party or by which it is bound; (iii) any judgment, decree, order, regulation or rule of any court or governmental authority; or (iv) any statute or law.

Regardless of any investigation at any time made by or on behalf of Seller or Buyer or of any information the Seller or Buyer may have in respect thereof, all covenants, agreements, representations and warranties made by Seller or Buyer hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing.

9. **COVENANTS OF SELLER.** Seller hereby covenants and agrees that from the date of execution hereof to the Closing, unless otherwise agreed to by Buyers:

9.1 Ordinary Course. Its business shall be operated in the same manner as heretofore operated and in the ordinary course of business, and Seller shall not enter into or otherwise become involved in any transaction, other than in the ordinary course of its business, in contravention of this Agreement.

9.2 Maintain Properties and Assets. Seller shall make no sale or other disposition of the Assets; shall operate, maintain and repair all the Assets; shall maintain insurance, in amounts and kinds substantially identical to that currently in effect, and approved by Buyer, upon the Assets and the properties and with respect to the operation of the Assets; and shall not permit or allow any of the Assets, or the properties held, to be or become and remain subject to any mortgage, pledge, lien, security interest or other encumbrance of any kind.

9.3 Compliance with Laws. Seller shall comply in all material respects with all applicable statutes, laws, ordinances and regulations; shall keep, hold and maintain all licenses, bonds and permits necessary for the operation of the Assets; and shall pay all taxes and other assessments upon the Assets as they may become due including sales taxes and sales tax returns resulting from this transaction (other than taxes it may contest in good faith in accordance with all statutorily prescribed procedures).

9.4 Required Approvals. Seller shall obtain all consents, approvals and authorizations for third parties, whether governmental or private under its contracts, agreements and commitments in order to consummate the transactions contemplated by this Agreement, and the filing of all necessary applications for transfer of the Assets.

10. **INDEMNIFICATION.**

10.1 Indemnification by Seller. From and after the Closing, Seller covenants and agrees that it will reimburse and indemnify and hold Buyer and its respective successors and assigns harmless from, against and in respect of:

10.1.1 any damage, liability or loss incurred by Buyer arising out of any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement of Seller made under or pursuant to this Agreement; and

10.1.2 any damage, liability or loss incurred by Buyer arising out of any liabilities or obligations of Seller (including, without limitation, any federal and state income or other tax liabilities or actions and causes of action, damage, liability or loss resulting from personal injury), whether accrued, absolute, contingent or otherwise, which are related to the Assets, or operation of the Assets prior to the date set for Closing; and

10.1.3 any damage, liability or loss incurred by Buyer arising out of any liabilities or obligations of Seller (including, without limitation, actions and causes of action, damage, or liability), whether accrued, absolute, contingent or otherwise, which are related to any matters involving the U. S. Department of Labor.

10.2 Indemnification by Buyer. From and after the Closing, Buyer covenants and agrees that it will reimburse and indemnify and hold Seller and its successors and assigns harmless from, against and in respect of any damage, liability or loss incurred by Seller arising out of any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement of Buyer made under or pursuant to this Agreement.

10.3 Cooperation with Respect to Indemnification. Any indemnified party shall give prompt written notice to the indemnifying party of all claims which it discovers or of which it receives notice after the Closing and which might give rise to a claim by it against the indemnifying party under Section 8.1 or 8.2 above, stating the nature, basis and amount thereof. In case of any claim or suit by a third party or by any governmental body, or any legal, administrative or arbitration proceeding with respect to which any party may have liability under its indemnity agreement contained in Section 8.1 or 8.2 above, such party shall be entitled to participate therein, and, to the extent desired by it, to assume the defense thereof, and after notice from such party of the election so to assume the defense thereof, such party will not be liable for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof, other than reasonable costs of investigation, unless such party does not actually assume the defense thereof following notice of such election. No indemnified party shall make any settlement of any claim which might give rise to liability of an indemnifying party under the indemnity agreements contained in Section 8.1 and 8.2 above without the written consent.

10.4 Survival of Indemnifications. The foregoing indemnifications shall survive Closing.

11. GENERAL PROVISIONS.

11.1 Nature and Survival of Representations. The representations, warranties, covenants and agreements made by Seller and by Buyer under this Agreement shall survive the Closing and shall survive until finally resolved.

11.2 Further Assurances. Following the Closing, each of the parties hereto will take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by any other party in order to perfect and complete the purchase and sale of the Assets and the other transactions specifically contemplated herein.

11.3 Amendment of Agreement and Waiver of Terms. This Agreement may be amended, supplemented or modified at any time by a written instrument duly executed by all parties. Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, only by a written notice signed by the party waiving such terms or conditions.

11.4 Entire Agreement. This Agreement and the documents referred to herein set forth the entire understanding of the parties with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and are superseded by this Agreement. All representations, warranties, covenants, terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

11.5 Notices. Any notice or other communication required or permitted hereunder (or under the other agreements referred to herein) shall be sufficiently given if delivered personally or sent by telegram, telex, express courier service or by registered or certified mail, postage prepaid, addressed as follows:

If to Seller: Canine Covers Inc.
 Attn: Emilie Hight and Anne Rojas
 406 Anacapa Street
 Santa Barbara, CA 93101

If to Buyer: Covercraft Industries, Inc.
 Attn: Martin J. Lichtmann, President
 100 Enterprise Blvd.
 Pauls Valley, OK 73075

or to any such other person or address as shall be furnished in writing by any party, and any such notice or communication shall be deemed to have been given as of the date so delivered or sent.

11.6 Expenses. Except as specifically provided herein, each party shall be responsible for its own fees and expenses (including fees and expenses of legal counsel) incurred in connection with the transactions contemplated herein, whether or not consummated.

11.7 Reporting of Transaction. Each party covenants with each other party that such party will report the transactions contemplated by this Agreement and the allocation of the Purchase Price hereunder for income tax purposes precisely in accordance with its terms, and

will indemnify and hold harmless all other parties against all costs and expenses arising from any failure to do so.

11.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be considered one and the same agreement.

11.9 Paragraph Headings. Paragraph headings contained in this Agreement are inserted for convenience of reference only and shall not be deemed a part of, or affect in any way the meaning or interpretation of this Agreement.

11.10 Applicable Law. This Agreement shall be governed by the laws of the State of Oklahoma, without regard to principles of conflict of laws.

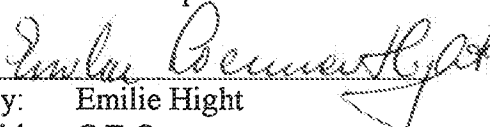
11.11 Drafting. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

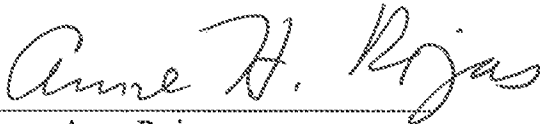
[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

“SELLER”

CANINE COVERS INC.,
a California corporation


By: Emilie Hight
Title: C.E.O


By: Anne Rojas
Title: President

“BUYER”

COVERCRAFT INDUSTRIES, INC.,
a California corporation

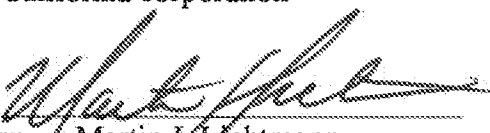

By: Martin I. Lichtmann
Title: President

EXHIBIT "A"

FF&E

10 Industrial Sewing Machines

Juki SN, #0112818

Juki SN, #0955070

Juki SN, #0955075

Juki SN, #0304714

Juki SN, #0304718

Juki SN, #0304708

Juki SN, #989064

Brothers SN, #DB2-B755-5A

Brothers SN, #500487

Juki OL, #FF6-5CH

2 Rotary Cutters

Gemmy Rotary Cutter #5010287

Rotary Cutter #?

1 Cutting Table (no serial number)

1 Stainless Steel Cabinet/Table

10 Secretarial (sewing) Chairs

**ASSIGNMENT OF PENDING AND REGISTERED
TRADEMARKS AND SERVICE MARKS**

WHEREAS, CANINE COVERS, INC., a California corporation (“**Assignor**”), having an address at 406 Anacapa Street, Santa Barbara, CA 93101, has adopted, used, is using and is the owner of the following trademarks and service marks (the “**Marks**”), which are either pending registration, or are currently registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration and Serial No.</u>	<u>Registration Date and Filing Date</u>
Canine Covers (word only)	Reg #2792081 SN# 76261815	Reg Date: 2003-12-09 Filing Date 2001-05-21

WHEREAS, COVERCRAFT INDUSTRIES, INC., a California corporation (“**Assignee**”), having an address at 100 Enterprise Blvd., Pauls Valley, OK 73075, is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks and any and all registrations thereof.

EXECUTED this _____ day of June, 2004.

CANINE COVERS, INC., a California corporation

By: Anne H. Rojas
Name: Anne H. Rojas
Title: President, CEO