

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
PG-USA, INC.		09/15/2009	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Nacabi Trading Inc.		
Street Address:	550 South Wadsworth Blvd. Suite 210		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80226		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2747687	T	
Registration Number:	2775401	TEHAMA	
Registration Number:	2847586	TEHAMA	
Registration Number:	2562392	TEHAMA	
Registration Number:	2543239	TEHAMA	
CORRESPONDENCE DATA			
Fax Number:	(303)268-0065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-268-0066		
Email:	firm@sbiplaw.com		
Correspondent Name:	Swanson & Bratschun, L.L.C.		
Address Line 1:	8210 Southpark Terrace		
Address Line 4:	Littleton, COLORADO 80120		
ATTORNEY DOCKET NUMBER:	0306 US T & TEHAMA		

OP \$140.00 2747687

NAME OF SUBMITTER:	Thomas D. Bratschun
Signature:	/TD Bratschun/
Date:	11/30/2009
Total Attachments: 8 source=Assignment - PG-USA to Nacabi#page1.tif source=Assignment - PG-USA to Nacabi#page2.tif source=Assignment - PG-USA to Nacabi#page3.tif source=Assignment - PG-USA to Nacabi#page4.tif source=Assignment - PG-USA to Nacabi#page5.tif source=Assignment - PG-USA to Nacabi#page6.tif source=Assignment - PG-USA to Nacabi#page7.tif source=Assignment - PG-USA to Nacabi#page8.tif	

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Agreement") is made effective the 15th day of September, 2009 between PG-USA, INC. (the "Assignor") and NACABI TRADING INC. (the "Assignee").

WHEREAS:

A. Clint Eastwood ("Eastwood") was the original owner of the U.S. TEHÁMA trademark and the U.S. trademark registrations associated therewith as set out in Exhibit A hereto (together the "Domestic TEHÁMA Marks");

B. The Tehama Company Inc. ("TCI") was the original owner of the foreign TEHÁMA trademark and the foreign trademark registrations associated therewith as set out in Exhibit B hereto (together the "Foreign TEHÁMA Marks");

C. By license agreement dated April 14, 1997, as amended, (the "License Agreement"), TCI licensed to Prime Golf USA, LLC, the shareholder of the Assignor, the use of the Domestic TEHÁMA Marks and the Foreign TEHÁMA Marks;

D. By subsequent assignment and assumption agreement effective April 30, 2002 Prime Golf USA, LLC assigned to the Assignor, and the Assignor assumed, the rights and obligations under the License Agreement;

E. By agreement made the 31st day of March, 2009 (the "Trademark Assignment Agreement"), Eastwood assigned to the Assignor, its successors and assigns, all of his entire right, title, and interest in the Domestic TEHÁMA Marks subject only to the reservation of rights as specified therein;

F. Pursuant to the Trademark Assignment Agreement, TCI assigned to the Assignor, its successors and assigns, all of its entire right, title, and interest in the Foreign TEHÁMA Marks;

G. The Assignor is entering into an agreement with the Assignee (the "Asset Purchase Agreement") providing for the acquisition by the Assignee of substantially all of the assets of the Assignor, including all the Assignor's right, title and interest in the Domestic TEHÁMA Marks and the Foreign TEHÁMA Marks;

H. It is desirable in order to formally evidence the assignment of the Domestic TEHÁMA Marks and the Foreign TEHÁMA Marks by the Assignor to the Assignee that the parties enter into the within Assignment Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor does hereby sell, transfer, assign and set over unto the Assignee, its successors and assigns, the Assignor's entire right, title and interest in the Domestic TEHÁMA Marks and the Foreign TEHÁMA Marks (collectively the "**Marks**") together with the goodwill in the business symbolized by the Marks, as well as rights to damages or profits, due or accrued, arising out of past infringement of any of such Marks or injury to the goodwill and the right to sue for and recover the same in the Assignee's own name with the same rights as if the Marks were still owned by the Assignor.

2. The Assignor does hereby represent, covenant and warrant to the Assignee that at the time of Closing of the Asset Purchase Agreement, except for the encumbrance listed on Schedule 6.5 of the Asset Purchase Agreement, all of the right, title and interest of the Assignor in the Marks is without exception free and clear of any third party claims, rights or encumbrances whatsoever.

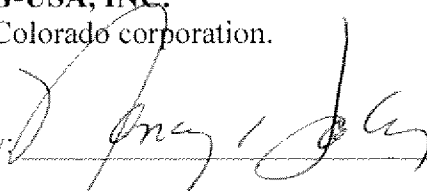
3. This Assignment Agreement shall be construed in accordance with the laws of the State of Colorado.

4. This Assignment Agreement may be signed in counterpart and such counterparts when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF this Assignment of Trademarks Agreement has been executed effective the 15th day of September, 2009.

ASSIGNOR:

PG-USA, INC.
a Colorado corporation.


By: 

Name: NANCY HALEY

Its: CEO/MGR

ASSIGNEE:

NACABI TRADING INC.
a Nevada Corporation

By: 

Name: GORDON PETERS

Its: COO

EXHIBIT A

DOMESTIC TEHÁMA MARKS

TRADEMARK

REEL: 004104 FRAME: 0712

EXHIBIT A
DOMESTIC MARKS


Trademark	Class	Goods	Reg. No.	Reg. Date
T (and design) 	25	Wearing apparel, namely, shirts, jackets, sweaters, shells, pullovers, sweat shirts, T-shirts, jerseys, athletic uniforms, vests, sweat pants, pants, shorts, blouses, skirts, skorts, dresses, socks, hats, caps, gloves, shoes, head bands, sweatbands, wristbands, belts, and rainwear, namely, water-resistant and waterproof shirts, jackets, vests and pants	2747687	2003-08-05
TEHAMA	9	Eyeglasses	2775401	2003-10-21
TEHAMA	14	Watches	2847586	2004-06-01
TEHAMA	18	Handbags	2847586	2004-06-01
TEHAMA	25	Men's, women's apparel, namely, shirts, jackets, sweaters, sweatshirts, t-shirts and women's sweatpants	2562392	2002-04-16
TEHAMA	25	Wearing apparel, namely shells, pullovers, jerseys, vests, pants, shorts, blouses, skirts, skorts, hats, caps, belts, and rain wear, namely, water-resistant and waterproof jackets	2543239	2002-02-26

Exhibit A

594138.11

TRADEMARK
REEL: 004104 FRAME: 0713

EXHIBIT B

FOREIGN TEHAMA MARKS

TEHAMA - FOREIGN
MARKS

MARK	COUNTRY	CLASS	STATUS	OWNER
TEHAMA	Register of Community Trademarks	9 and 18	Registered: 12/23/99 Renewable: 12/23/09	The Tehama Company, Inc.
TEHAMA	Argentino	25	Registered: 05/22/01 Renewable: 05/22/11	The Tehama Company, Inc.
TEHAMA	Australia	25	Registered: 05/12/98 Renewable:	The CED Company, Inc.
TEHAMA	Australia	25	Registered: 05/12/98 Renewable:	The Tehama Company, Inc.
TEHAMA	Bahamas	8	Registered: 02/29/00 Renewable: 02/29/14	The Tehama Company, Inc.
TEHAMA	Bahamas	37	Registered: 02/29/00 Renewable: 02/29/14	The Tehama Company, Inc.
TEHAMA	Bahamas	38	Registered: 02/29/00 Renewable: 02/29/14	The Tehama Company, Inc.
TEHAMA	Brazil	25	STATUS UNKNOWN	STATUS UNKNOWN
TEHAMA	Canada	Wares	Registered: 06/13/01 Renewable: 06/13/16	The Tehama Company, Inc.
TEHAMA	Chile	25	Registered: 10/04/00 Renewable:	The Tehama Company, Inc.
TEHAMA	China	9	Registered: 12/21/01 Renewable: 12/20/11	The Tehama Company, Inc.
TEHAMA	China	18	Registered: 03/07/02 Renewable: 03/06/12	The Tehama Company, Inc.
TEHAMA	China	25	STATUS UNKNOWN	The Tehama Company, Inc.
TEHAMA	Colombia	25	Registered: 05/31/01 Renewable: 05/30/11	The Tehama Company, Inc.

MARK	COUNTRY	CLASS	STATUS	OWNER
TEHAMA	Hong Kong	9	Registered: 12/24/99 Renewable: 12/24/06	The Tehama Company, Inc.
TEHAMA	Hong Kong	18	Registered: 12/24/99 Renewable: 12/24/06	The Tehama Company, Inc.
TEHAMA	Indonesia	9	Registered: 04/27/00 Renewable: 04/27/10	The Tehama Company, Inc.
TEHAMA	Indonesia	18	Registered: 04/27/00 Renewable: 04/27/10	The Tehama Company, Inc.
TEHAMA	Indonesia	25	Registered: 04/27/00 Renewable: 04/27/10	The Tehama Company, Inc.
TEHAMA	Japan	3, 9, 14, 18, 24	Registered: 9/29/00 Renewable: 09/29/10	The Tehama Company, Inc.
TEHAMA	Korea	25	Registered: 01/15/04 Renewable: 01/15/14	The Tehama Company, Inc.
TEHAMA	Malaysia	9	Registered: 12/28/99 Renewable: 12/28/09	The Tehama Company, Inc.
TEHAMA	Malaysia	25	Registered: 12/28/99 Renewable: 12/28/09	The Tehama Company, Inc.
TEHAMA	Mexico	9	Registered: 01/03/00 Renewable: 01/03/10	The Tehama Company, Inc.
TEHAMA	Mexico	18	Registered: 01/03/00 Renewable: 01/03/10	The Tehama Company, Inc.
TEHAMA	Mexico	25	Registered: 05/22/97 Renewable: 05/22/07	Prime Golf USA, LLC
TEHAMA	Norway	9, 18 and 25	Registered: 06/29/00 Renewable: 09/29/10	The Tehama Company, Inc.
TEHAMA	Singapore	9	Registered: 01/03/00 Renewable: 01/03/10	The Tehama Company, Inc.
TEHAMA	Singapore	18	Registered: 01/03/00 Renewable: 01/03/10	The Tehama Company, Inc.

MARK	COUNTRY	CLASS	STATUS	OWNER
TEHAMA	Singapore	25	Registered: 01/03/00 Renewable: 01/03/10	The Tehama Company, Inc.
TEHAMA	South Africa	9	Registered: 05/16/03 Renewable: 12/22/09	The Tehama Company, Inc.
TEHAMA	South Africa	18	Registered: 05/16/03 Renewable: 12/22/09	The Tehama Company, Inc.
TEHAMA	South Africa	25	Registered: 05/16/03 Renewable: 12/22/09	The Tehama Company, Inc.
TEHAMA	Switzerland	9, 18 and 25	Registered: 05/18/00 Renewable: 12/13/09	The Tehama Company, Inc.
TEHAMA	Taiwan	9	Registered: 08/16/01 Renewable: 08/15/11	The Tehama Company, Inc.
TEHAMA	Taiwan	18	Registered: 06/01/01 Renewable: 05/31/11	The Tehama Company, Inc.
TEHAMA	Thailand	9	Registered: 04/21/00 Renewable: 04/20/11	The Tehama Company, Inc.
TEHAMA	Thailand	18	Registered: 04/21/00 Renewable: 04/20/11	The Tehama Company, Inc.
TEHAMA	Venezuela	25	Registered: 06/01/01 Renewable: 06/11/11	The Tehama Company, Inc.