

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
OT OVERTIME, LLC		01/27/2007	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	THE PROCTER AND GAMBLE COMPANY		
Street Address:	ONE PROCTER & GAMBLE PLAZA		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78162917	POWER RUSH	
CORRESPONDENCE DATA			
Fax Number:	(513)945-6798		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-983-0728		
Email:	grow.ka@pg.com		
Correspondent Name:	Karen A. Grow		
Address Line 1:	299 East Sixth Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	TM-207723 TR730.1-G		
NAME OF SUBMITTER:	KAREN A. GROW		
Signature:	/KAREN A. GROW/		
Date:	12/10/2009		

CH \$40.00 78162917

Total Attachments: 5

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AMENDMENT NO.1 TO
TRADEMARKS SALE AND PURCHASE AGREEMENT

THIS AMENDMENT NO.1 ("Amendment") dated and effective as of Jan. 27, 2007 ("Effective Date") is made to the Trademarks Sale and Purchase Agreement (the "Sale Agreement") effective as of October 28, 2002 by and between The Procter & Gamble Company, a corporation of the State of Ohio, having its principal place of business at One Procter & Gamble Plaza, Cincinnati, OH, USA (hereinafter referred to as "P&G") and OT OverTime, LLC, a limited liability corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 425 Walnut St., Suite 1800, Cincinnati, OH 45202-3957 (hereinafter referred to as "Buyer").

RECITALS

WHEREAS, P&G and Buyer have entered into the Sale Agreement; and

WHEREAS, P&G and Buyer each desire to amend certain terms of said Sale Agreement;

NOW, THEREFORE, in consideration of the covenants herein below and other additional valuable consideration, P&G and Buyer hereby agree as follows:

1. Definitions. Terms defined in the Sale Agreement and not otherwise defined herein are used herein as defined in the Sale Agreement.

2. Amendment to Sale Agreement.

2.1 Definitions. Section 2.13 of the Sale Agreement ("Territory" Definition) is hereby deleted in its entirety and replaced with the following:

"Territory" shall mean all the countries and their respective territories set forth in Appendix A.

2.2 Purchase and Sale of the Marks and Other Marks. Section 3.1 of the Sale Agreement is hereby deleted in its entirety and replaced with the following:

In accordance with the terms and upon the conditions of this Agreement, as of the Effective Date, Seller will sell, convey, assign, transfer and deliver to Buyer Seller's entire right, title, and interest in and to the Marks and those Other Marks and the goodwill associated therewith, and the registrations and applications thereof and therefore as set forth in Schedules A and A1. Buyer acknowledges that all right, title, and interest in and to the trademark POWER RUSH shall be retained by Seller and to the extent any rights in such name have vested in Buyer, Buyer hereby sells, transfers, conveys and assigns, to Seller, without further consideration, all right, title and interest therein to the trademark POWER RUSH and the goodwill associated therewith. The Parties agree to provide such signatures, documents, or testimony reasonably necessary to effectuate such

assignments.

Section 3.2 of the Sale Agreement is hereby deleted.

2.3 Term. Section 4.1 of the Sale Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall be in effect from the Effective Date and shall terminate upon the total, cumulative payment to P&G of five hundred thousand dollars (\$500,000) unless terminated earlier pursuant to the terms of this Agreement (the "Term"). Notwithstanding the foregoing, in the event Buyer pays to Seller amounts totaling three-hundred fifty thousand dollars (\$350,000) within twelve months of the Effective Date of this Agreement, this Agreement shall terminate thereupon and Buyer shall be deemed to have satisfied all payment obligations under Section 6.1 hereof.

Section 4.2 of the Sale Agreement is hereby deleted in its entirety.

2.4 Termination. Section 5.1 of the Sale Agreement is hereby deleted in its entirety and replaced with the following:

Notwithstanding the other provisions of this Agreement, this Agreement shall be subject to termination by Seller by written notice to Buyer, at any time selected by Seller during the Term, following the occurrence of any one or more of the following events:

- (i) if Buyer makes at any time any false report which is not corrected by Buyer within thirty (30) days, or
- (ii) if Buyer commits any material breach of any representation, warranty, covenant, or agreement contained herein, and shall fail to remedy such breach within thirty (30) days after written notice to Buyer from Seller of such breach; or
- (iii) if Buyer ceases to do business; or
- (iv) if Buyer fails to make any payments required by this Agreement on the date required, and such failure is not cured within ten (10) business days of the date of notice of such failure, or
- (v) if Buyer becomes subject to any voluntary or involuntary insolvency, cessation, bankruptcy or similar proceedings, or an assignment for the benefit of creditors is made by the Buyer, or an agreement between the Buyer and its creditors generally is entered into providing for extension or composition of debt, or a receiver is appointed to administer the assets of the Buyer, or the assets of the Buyer are liquidated, or any distress, execution, or attachment is levied on such of its manufacturing or other equipment as is used in the production and distribution of the Products and remains undischarged for a period of thirty (30) days.

Section 5.4 of the Sale Agreement shall be amended by deleting the first five words thereof and replacing said words with "Upon termination of this Agreement under Sections 5.1 or 5.3 above,"

Section 5.5 of the Sale Agreement shall be deleted in its entirety and replaced with the following:

In the event of termination of this Agreement for any reason whatsoever, Buyer acknowledges that it has no further rights under this Agreement to the Commercialization Trade Secrets and that Buyer shall immediately reassign or cause to be assigned to Seller any rights it has acquired in or to the Commercialization Trade Secrets.

Section 5.6 of the Sale Agreement shall be deleted in its entirety and replaced with the following:

In the event of termination of this Agreement under Sections 5.1 or 5.3 above, Buyer shall immediately reassign, assign, or cause to be assigned to Seller all right, title, and interest in and to the Marks and the Other Marks, trade dress and other proprietary rights associated with the Products and any confusingly similar trademark, and the goodwill associated therewith, and shall execute an assignment substantially identical to the form attached hereto as Exhibit A and provide such other documents and assistance as shall be required to effectuate such assignment. In such event, Buyer shall further immediately reassign to Seller the co-existence agreement as set forth on Schedule D of the TLA and inform Ideation Unlimited accordingly.

2.5 Purchase Price. Section 6.1 of the Sales Agreement shall be deleted in its entirety and replaced with the following:

In accordance with the terms and upon the conditions of this Agreement, and in consideration of the sale of the Marks and Other Marks to Buyer by Seller, Buyer shall, during the term of this Agreement, remit to Seller for each quarter an amount equal to 4% of the Net Sales for that respective quarter. Such amounts shall be paid concurrent with submission of the reporting as required by and detailed in Section 6.3 hereof.

2.5.1 Section 6.1 shall be appended with the following Section 6.1.1

Payment will not be required for the sale of products in the January – March '06 and April – June '06 quarters.

2.6 Warranties and Representations of Seller. Section 10.1 of the Sales Agreement

shall be deleted in its entirety and replaced with the following:

Seller represents and warrants that it is the owner of the registrations of and applications for the Marks and Other Marks in the Territory as detailed in said Schedules.

2.7 Miscellaneous. Article XII of the Sales Agreement shall be appended with the following Section 12.21:

Paragraph 5.5 and Articles VII, IX, X, XI, and XII shall survive the termination hereof.

2.8 Schedule A. Schedule A of the Sales Agreement shall be deleted in its entirety and replaced with the copy attached hereto.

2.9 Schedule A1. Schedule A1 of the Sales Agreement shall be deleted in its entirety and replaced with the copy attached hereto.

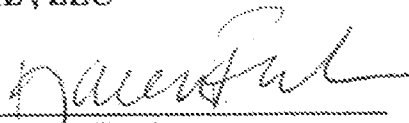
3. Effect of Amendments to Sale Agreement. To the extent the terms and conditions of the Sale Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control and supersede those of the Sale Agreement.
4. Remaining Terms and Conditions of Sale Agreement. This Amendment amends certain provisions of the Sale Agreement but shall not constitute a waiver, amendment or modification of any provision of the Sale Agreement not expressly referred herein. Except as expressly amended and modified herein, the provisions of the Sale Agreement are and shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same original.
6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without respect to its conflicts of law principle.
7. Effectiveness of Amendment, Representations, Warranties and Agreements. All amendments to the Sale Agreement effected by this Amendment, and all other covenants, agreements, terms and provisions of this Amendment shall have effect as of the Effective Date unless expressly stated otherwise. This Amendment shall be effective as of the last date that copies hereof have been executed and delivered by each of the Parties. From and after the date hereof, all references made in the Sale Agreement to "the Agreement" and "this Agreement" shall be a reference to the Sale Agreement as amended by this Amendment No 1 to the Agreement.
8. Construction. In the event that any provision of this Amendment conflicts with the law

under which this Amendment is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Amendment, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Amendment shall remain in full force and effect.

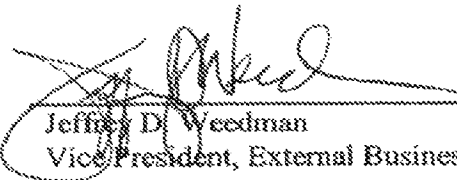
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date above written.

ACCEPTED AND AGREED TO:

OT OVERTIME , LLC

By: 
Printed Name: Karen Frank
Title: Chief Executive Officer
Date: 1/27/07

THE PROCTER & GAMBLE COMPANY

By: 
Jeffrey D. Weedman
Vice President, External Business
Development
Date: 2/8/07