## 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	
Florikan-E.S.A. Corp.		08/18/2009	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Amerikan, LLC
Street Address:	2006 Fortune Boulevard
City:	Sebring
State/Country:	FLORIDA
Postal Code:	33875
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark		
Serial Number:	76420064	AMERIKAN		
Serial Number:	78874660	AMERIKAN		

## CORRESPONDENCE DATA

Fax Number: (216)363-4588

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (216) 363-4162

Email: trademark@beneschlaw.com

Correspondent Name: Angela R. Gott

Address Line 1: Benesch Friedlander Coplan & Aronoff LLP

Address Line 2: 200 Public Square, Suite 2300 Address Line 4: Cleveland, OHIO 44114-2378

ATTORNEY DOCKET NUMBER:	29711-106 (1095)
NAME OF SUBMITTER:	Angela R. Gott
Signature:	/Angela R. Gott/

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Date:	02/19/2010
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## **ASSIGNMENT OF TRADEMARKS**

WHEREAS, Florikan-E.S.A. Corp. ("Assignor"), a Florida corporation, with a principal place of business at 1579 Barber Road, Sarasota, Florida 34240, owns all right, title and interest in the trademark listed on the attached Schedule A (the "Trademarks");

WHEREAS, Amerikan, LLC, a Florida limited liability company ("<u>Assignee</u>"), with a place of business at 2006 Fortune Boulevard, Sebring, Florida 33875, is desirous of acquiring the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee, Assignor's entire and undivided right, title and interest in and to the Trademarks, together with all the associated goodwill of the business symbolized thereby and all applications and registrations of the Trademarks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

Assignor authorizes and request the United States Commissioner of Patents and Trademarks and any other similar government authority to record assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

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IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor as of August (25, 2009.			
as of fragust <u>c</u> , 2009.	Florikan-E.S.A. Corp.		
	By:		
	Name: Jag for they		
	Title: 1 US det		
STATE OF HORDA	)		
COUNTY OF SARASOTA	) ss:		
the person who sign	be before me appeared And hed this instrument, who acknowledged that orikan-E. S.A. Corp., with authority to do so.		
SEAL	(T		
CHAD L. GATES MY COMMISSION # DD 655549 EXPIRES: April 29, 2011 Bonded Thru Notary Public Underwriters	Notary Public My commission expires on:		

# EXHIBIT A

Trademark	Filed	Serial No.	Registration Date	Registration Number
amerikan	5/2/06	78/874,660	10/23/07	3317678
Amerikan	6/13/02	76/420,064	8/26/03	275554 <b>7</b>

Trademark Assignment AMERIKAN.DOC-3614031v1

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