

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
NORTH PACIFIC GROUP, INC.		03/01/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	BRIDGEWELL RESOURCES LLC		
Street Address:	ONE SOUND SHORE DRIVE, SUITE 203		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3112623	IDAPHOS	
Registration Number:	1730339	LIGHTNING BRAND	
Registration Number:	3736709	MAMMOTHMAT.COM	
Registration Number:	2924973	PACIFIC'S FINEST	
Registration Number:	2725324	PAR 4	
CORRESPONDENCE DATA			
Fax Number:	(713)238-7343		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713/220-4043		
Email:	pat-tmk@andrewskurth.com		
Correspondent Name:	MARK SHELLEY, ESQ. / ANDREWS KURTH LLP		
Address Line 1:	600 TRAVIS SUITE 4200		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	189306		

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**TRADEMARK
 REEL: 004163 FRAME: 0891**

NAME OF SUBMITTER:	MARK SHELLEY
Signature:	/MARK SHELLEY - event/
Date:	03/09/2010
Total Attachments: 4 source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif source=Assignment of Trademarks#page3.tif source=Assignment of Trademarks#page4.tif	

Exhibit B

ASSIGNMENT OF TRADEMARKS

WHEREAS, NORTH PACIFIC GROUP, INC., an Oregon corporation, acting by and through Edward Hostmann Inc., an Oregon corporation, as receiver, having a correspondence address of _____ (hereinafter referred to as "ASSIGNOR"), is the owner of and has adopted, used and is using certain trademarks, as noted on the attached Schedule A and incorporated herein by reference (hereinafter referred to as the "TRADEMARKS"); and

WHEREAS, BRIDGEWELL RESOURCES LLC, a limited liability company organized and existing according to the laws of the State of Oregon, having a correspondence address of One Sound Shore Drive, Suite 203, Greenwich, CT 06830 (hereinafter referred to as "ASSIGNEE"), and ASSIGNOR have entered into that certain Asset Purchase Agreement dated February 10, 2010 (the "Purchase Agreement"), pursuant to which ASSIGNOR is selling to ASSIGNEE, and ASSIGNEE is purchasing from ASSIGNOR, those certain assets more particularly described in the Purchase Agreement (including, but not limited to, all of ASSIGNOR'S right, title and interest in, to and under the TRADEMARKS, together with the goodwill of the business in connection with which the TRADEMARKS are used and which is symbolized by the TRADEMARKS, along with the right to recover for damages and profits for past infringements thereof).

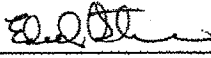
NOW, THEREFORE, for good and valuable consideration as provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, pursuant to the terms of the Purchase Agreement ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all right, title and interest to said TRADEMARKS, and any registrations thereof, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business in connection with which the TRADEMARKS are used and which is symbolized by the TRADEMARKS, and any right to recover for damages and profits for past infringements thereof,

IN TESTIMONY WHEREOF, I have set my hand this _____ day of _____, 2010.

ASSIGNOR:

NORTH PACIFIC GROUP, INC.,
an Oregon corporation

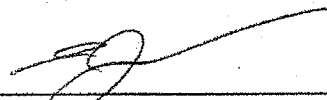
By and through: Edward Hostmann Inc.,
an Oregon corporation,
Its Receiver

By: 

Name: Edward Hostmann
Title: President

ASSIGNEE:

BRIDGEWELL RESOURCES LLC,
an Oregon limited liability company

By: 

Name: Edward J. Fletcher
Title: Vice President and Treasurer

[Signature Page to Assignment of Trademarks]

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TRADEMARK
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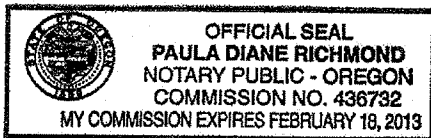
STATE OF OREGON

COUNTY OF Washington

§
§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward Hostmann known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same were the acts of said Edward Hostmann Inc., an Oregon corporation, on behalf and as the receiver of North Pacific Group, Inc., an Oregon corporation, and that he has executed the same as the act of such corporations for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 1st day of March, 2010.



Paula D. Richmond
Notary Public
My Commission Expires: 2/18/13

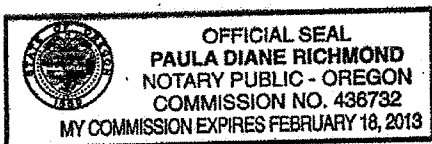
STATE OF OREGON

COUNTY OF Washington

§
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BEFORE ME, the undersigned Notary Public, on this day personally appeared Edward J. Fletcher known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same were the acts of said Bridgewell Resources LLC, an Oregon limited liability company, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 1st day of March, 2010.



Paula D. Richmond
Notary Public
My Commission Expires: 2/18/13

[Signature Page to Assignment of Trademarks]

SCHEDULE "A"

Trademark	Country	Serial No.	Registration No.	Registration Date
IDAPHOS (stylized)	USA	78/330,657	3,112,623	7/4/2006
LIGHTNING BRAND & Design	USA	74/156,767	1,730,339	11/3/1992
MammothMat.Com	USA	77/756,844	3,736,709	1/12/2010
PACIFIC'S FINEST & Design	USA	78/231,579	2,924,973	2/8/2005
PAR4	USA	76/251,744	2,725,324	6/10/2003
PRINCESA BELLISIMA & Design	Canada	1,189,311	TMA 639,746	5/12/2005
PRINCESA BELLISIMA & Design	Peru	190,648	096,712	4/29/2004

Schedule A to Exhibit B

HOU:2996350.4

RECORDED: 03/09/2010

**TRADEMARK
REEL: 004163 FRAME: 0896**