

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Royal Truck Bodies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fortress Resources, LLC

Internal

Address: \_\_\_\_\_

Street Address: 14001 Garfield Ave.

City: Paramount

State: California

Country: Los Angeles

Zip: 90723

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship California

Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) June 30, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See additional sheet

B. Trademark Registration No.(s)

See additional sheet

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See additional sheet

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Dudley DeZonia

Internal Address: \_\_\_\_\_

Street Address: 14001 Garfield Ave.

City: Paramount

State: California

Zip: 90723

Phone Number: 562-633-9951

Fax Number: 866-397-6968

Email Address: dudleyd@royaltruckbody.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00**

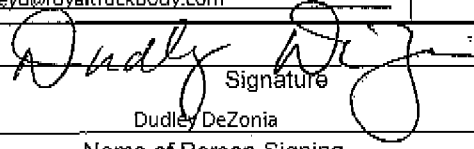
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature  
Dudley DeZonia  
Name of Person Signing

03/25/2010

Date

Total number of pages including cover sheet, attachments, and document:  2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

**Continuation of Item # 4****— SCHEDULE OF TRADEMARKS**

Trademark Description	Country	Serial No.	Registration No.	Status
ROYAL	USA	75/125,758	2,140,117	Live
R (& design)	USA	78/339,735	3,022,984	Live
ROYAL SPORT TRUCK BODY	USA	75/518,846	2,383,904	<b>Canceled Section 8</b>
TEAR DROP LATCH PAN (Design only)	USA	78/901,165	3,339,688	Live

JR  
GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 22nd day of April, 2009, by and between Royal Truck Bodies, Inc., a California corporation (the "Assignor") and Insolvency Services Group, Inc., a California corporation (the "Assignee"), with reference to the following:

Recitals

- A. Assignor has its principal place of business at 14001 Garfield Avenue, Paramount, CA 90723 and its federal tax identification number is 95-2700049 ;
- B. Assignor is indebted to diverse creditors and is desirous of providing for payment of those creditors by making a general assignment of all of Assignor's assets for that purpose;
- C. Assignee has its principal place of business in Los Angeles County, California.

Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by the Assignor and Assignee:

1. Assignment of Assets. Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash in hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest, including all of the assets pertaining to that certain business involving manufacturing of service truck bodies, (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment. If, however, the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then Assignor agrees that upon demand of Assignee, it will assign and transfer such lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment.

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2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Certain of Assignor's real property (excluding leases and leasehold interests) is more specifically described in Exhibit "A," which is attached hereto and incorporated by reference. (Exhibit "A" attached hereto Yes \_\_\_ No X).

3. Delivery Of Documents, Endorsements And Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights. Neither Assignor, nor its agents, shall execute any documents on behalf of the Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do any thing or act which Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

4. Alcoholic Beverage Licenses. In the event Assignor is engaged in the sale of alcoholic beverages, this Assignment does not include transfer of any alcoholic beverages; but, Assignor hereby appoints Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in the Assignor's place of business and/or sale of alcoholic beverage license(s) (Assignee being vested with absolute discretion in regard thereto, and assuming no liability by reason thereof); and, Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of Assignor's creditors, generally in accordance with the terms of this Assignment.

5. Nature Of Assignment. This instrument transfers legal title and possession of all of Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of property that it is illegal to transfer. Assignee in its own discretion, may determine whether to continue all or a part of the business operations, or to liquidate Assignor's assets.

6. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions, as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors.

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Assignee shall administer this estate to the best of its ability, but it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee shall not be liable for any act or thing done by Assignee, its agents, servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment.

7. Compensation Of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and retain all of its charges and expenses, together with its own reasonable remuneration and fee. The Assignee's remuneration shall be an aggregate fee equal to Sixty Five Thousand Dollars (\$65,000.00) for services with respect to the Assignment of Assignor and Affiliates of Assignor, plus ten percent (10%) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including without limitation, preferences pursuant to Cal. Code Civ. Proc. § 1800 and fraudulent conveyances pursuant to Cal. Civ. Proc. § 3439 et. seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "gross proceeds" are defined as all proceeds realized from sales, collections, recovery on litigated claims, operations, or any other sources, pertaining to the assets and property of Assignor covered by this Assignment, whether or not such proceeds are received or handled by Assignee. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, reasonable remuneration to its agents and its attorneys; and may pay a reasonable fee to Assignor's attorneys for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor. All of the aforementioned amounts are to be determined at Assignee's sole discretion and judgment.

8. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of the Assignor or Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all

documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et. seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code.

9. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

10. Distribution To Creditors. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of reasonable remuneration and a fee to the Assignee, as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all Federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D. Fourth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- E. Fifth, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 and §1204.5 up to the statutory maximum.

- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).
- H. Eighth, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, or the termination of the administration of the Assignment Estate by the Assignee, then the same shall become the property of the Assignee and shall be used to supplement the Assignee's fees for services administering this Assignment.

11. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,<sup>1</sup> falling within any of the classifications set forth in paragraph 10 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

12. Definition Of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of Assignor's creditors; and that this is a "general assignment for the benefit of creditors," as set forth in, and defined in the *California Code of Civil Procedure, Section 493.010*, and all other laws of the State of California pertaining thereto. This general assignment for the benefit of creditors (1) does constitute an assignment to the Assignee of all assets of Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of the Assignor, and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

13. Entire Agreement. Other than that certain Work Out Agreement dated April 17, 2009, this Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof. JRW

<sup>1</sup> The term "Claim" for the purposes of this agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

14. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

15. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ACCEPTED APRIL 22, 2009

3:00 P.M.

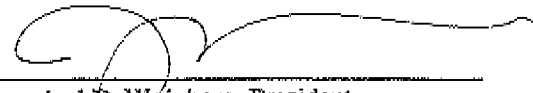
"Assignor"

Royal Truck Bodies, Inc.,  
a California corporation

By:   
Its: President

"Assignee"

INSOLVENCY SERVICES GROUP, INC.,  
a California corporation

By:   
Joel B. Weinberg, President



MINUTES OF THE MEETINGLos Angeles, CA APRIL 21, 2009

At the meeting of the directors of Royal Truck Bodies, Inc., a California corporation (the "Company"), held at Los Angeles, CA at 8:00 a.m., the following members were present:

Dudley De ZoniaAnne De Zonia

Absent:

Aurella De Zonia

The Chief Executive Officer of the Company announced that the purpose of the meeting was to consider the financial condition of the Company and the advisability of making a general assignment for the benefit of its creditors.

On motion by Dudley De Zonia, seconded by Anne De Zonia the following resolution was adopted, to wit:

**BE IT RESOLVED:**

That any officer of the Company be, and they are, hereby authorized and directed by the Directors of the Company, in meeting assembled, to make an assignment (the "Assignment") of all assets of the Company to Insolvency Services Group, Inc., a California corporation ("ISG") located in Los Angeles County, California, for the benefit of all creditors of the Company, and that any one officer be, and is, hereby authorized and directed to execute the Assignment containing such provisions as may be agreed upon between them and ISG, to execute and deliver to ISG such other deeds, assignments and agreements as may be necessary to carry this resolution into effect.

**BE IT FURTHER RESOLVED:**

That ISG, as assignee for the benefit of the Company's creditors, be and it hereby is authorized to execute and file and prosecute on behalf of the Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Company and any one officer of the Company be, and he is, hereby authorized and directed to make, execute and deliver in favor of such persons as may be designated by ISG for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States

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Treasury Department so as to authorize said attorney-in-fact to process any tax claims for it on behalf of the Company.

There being no further business to come before the directors, the meeting adjourned subject to the call of the President or Vice President.

Dudley DeZonia  
President

I, Dudley DeZonia, President of Royal Truck Bodies, Inc., a California corporation, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of directors held in LOS ANGELES, California, at the place and hour stated, and that the resolution contained in said minutes was adopted by the directors at said meeting, and the same has not been modified or rescinded.

Dated APRIL 21, 2009

Dudley DeZonia  
President

[Corporate Seal]

**INSOLVENCY SERVICES GROUP, INC.**

9107 Wilshire Blvd., Ste 800  
Beverly Hills, California 90210

Re: Royal Truck Bodies, Inc., )  
a California corporation )  
14001 Garfield Avenue )  
Paramount, CA 90723 )

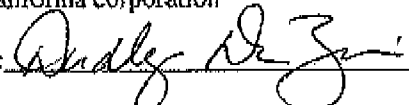
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Attached hereto is a complete list of the known creditors and stock holders of Royal Truck Bodies, Inc., a California corporation which list includes names, addresses, cities, states, zip codes, together with the anticipated claim for each creditor of the assignment estate.

I declare under penalty of perjury that the information contained in the attached list is true and correct.

Dated: APRIL 21, 2009

Royal Truck Bodies, Inc.  
a California corporation

By: 

Its: President

CONSENT TO ASSIGNMENT BY SHAREHOLDERS

We, the undersigned, being holders of the shares of Royal Truck Bodies, Inc. (the "Company"), being more than Fifty One Percent (51%) of the issued and outstanding stock of the Company, do hereby give our consent to the general assignment for the benefit of creditors and transfer of the assets of the Company.

Name

Shares Held

By: Dudley DeZ...

31.77%

Its: Trustee

By: Dudley DeZ... for the Chikako  
DeZonia Bypass Trust

48.60%

Its: Trustee

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 18th day of June, 2009, by and between **DUDLEY DEZONIA, JR., AS TRUSTEE OF THE DEZONIA FAMILY TRUST DATED SEPTEMBER 14, 1997** ("Assignor"), and **TEARDROP HOLDINGS, LLC**, a California limited liability company ("Assignee").

### R E C I T A L S

A. Assignor holds certain indebtedness ("Indebtedness") of Royal Truck Bodies, Inc. ("Borrower") that is evidenced by certain promissory notes described on the attached Exhibit A (the "Notes"). The current unpaid balance of the Notes is set forth on Exhibit A attached hereto.

B. Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to the Notes and all other documents providing security for the Indebtedness, including but not limited to the documents set forth on Exhibit A (the "Loan Documents"), and all other rights of Assignor that are related to the Indebtedness, and Assignee desires to acquire the Indebtedness and the Loan Documents, all upon terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree to the following and agree that the above recitals are incorporated as part of this Agreement.

1. Assignment. For good and valuable consideration, Assignor hereby agrees to assign to Assignee, and Assignee agrees to accept from Assignor, on the date hereof, all of Assignor's right, title and interest in and to the Indebtedness and the Loan Documents, together with all payment and performance obligations evidenced by the Loan Documents (the "Assignment"). This Agreement is intended to and shall effect a true sale of the Indebtedness and the Loan Documents to Assignee and to entitle Assignee to exercise all rights, remedies, powers and privileges of the lender under the Notes and of the secured party under any Loan Document that grants a security interest to Assignor, including, without limitation, the right to receive in accordance with the Notes all principal, interest, payments, collections and other amounts with respect to the Indebtedness and proceeds of the collateral under any Loan Document. Concurrently with the Assignment, Assignee shall assume any obligations of Assignor under the Loan Documents arising on or after the Assignment.

2. Loan Documents. On the date hereof, Assignor shall deliver to Assignee the original Notes and, where available, originals of the Loan Documents, and shall endorse the Notes as follows: "Pay to the order of Teardrop Holdings, LLC, without recourse, warranty or representation by the undersigned of any kind, express or implied, except as set forth in the Assignment Agreement between the undersigned and Teardrop Holdings, LLC."

3. Further Acts. Assignor hereby agrees to execute and deliver to Assignee whatever documents or instruments, in addition to this Agreement, that Assignee reasonably requests in order to carry out the purpose of this Agreement.

4. Representations of Assignor; Representations of Assignee; No Recourse.

(a) Assignor does not make any representations or warranties of any kind, express or implied, with respect to the Indebtedness or the Loan Documents, except that Assignor hereby represents that (i) the Notes are free of liens created by Assignor; (ii) the Notes and the other Loan Documents constitute the only instruments evidencing the Indebtedness; (iii) Assignor is the sole owner and holder of the Indebtedness and the Loan Documents; (iv) all collateral securing the Indebtedness and in existence on the date hereof is being assigned by Assignor to Assignee hereunder; and (v) the obligations of Assignor hereunder are legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and by general principles of equity.

(b) Assignee does not make any representations or warranties of any kind, express or implied, with respect to the Indebtedness, except that Assignee hereby represents that the obligations of Assignee hereunder are legal, valid and binding obligations of Assignee, enforceable against Assignee in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and by general principles of equity.

(c) Assignor and Assignee hereby expressly acknowledge and agree that the Indebtedness and the Loan Documents are being assigned by Assignor to Assignee WITHOUT RECOURSE against Assignor, and without representation or warranty of any kind, express or implied, by Assignor, except as set forth in subsection (a) above.

5. Assignee Acknowledgements. (a) Assignee acknowledges receipt of a copy of each and every Loan Document listed on the attached Exhibit A. Assignee further acknowledges that it has had the opportunity to review all of the Loan Documents in advance of the effectiveness of the Assignment.

(b) Assignee acknowledges that: (i) Assignor has not made and does not make any representations or warranties, expressed or implied, of any kind or nature with respect to the collateral securing the Indebtedness; (ii) Assignee will acquire such collateral "as is," "where is," "with all faults," and in its present condition and location; and (iii) Assignor has not made and does not make any warranty as to Borrower's title to such collateral, rights therein, or as to the merchantability or fitness for specific use of such collateral.

6. Entire Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of Assignor and Assignee with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing, with regard thereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Amendment. This Agreement may not be amended, modified, or terminated, nor may any consent to the departure from the terms hereof be given orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any consent so given shall be effective only in the specific instance and for the specific purpose given.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute but one instrument.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

**ASSIGNOR:**

Dudley DeZonia Trustee  
DUDLEY DEZONIA, JR., AS TRUSTEE OF  
THE DEZONIA FAMILY TRUST DATED  
SEPTEMBER 14, 1997

**ASSIGNEE:**

**TEARDROP HOLDINGS, LLC**

By: Dudley DeZonia  
Name: Dudley DeZonia, Jr.  
Title: Manager and Member



**EXHIBIT A****LOAN DOCUMENTS**

1. Revolving Note dated June 28, 2006.
2. Term Note dated December 1, 2004.
3. Letter Agreement dated June 29, 2006.
4. Agreement for Issuance of Letters of Credit dated June 28, 2006.
5. Commercial Guaranty dated June 28, 2005 made by Dudley DeZonia, Jr. in favor of City National Bank. Also, earlier and more limited Guaranty.
6. Commercial Guaranty dated June 28, 2005 made by DeZonia Family Trust u/a/d September 14, 1997. Also, earlier and more limited Guaranty.
7. Commercial Security Agreement dated June 20, 2005 made by Royal Truck Bodies, Inc.
8. UCC filed against Royal Truck Bodies, Inc., as debtor, by City National Bank (as assignee of Sterling Bank), as secured party, in the State of California, filed December 22, 1997, file number 9735860010. The assignment to CNB was filed on August 7, 2000, file number 00224C0072. A continuation statement was filed on August 31, 2002, file number 002217C0008.
9. Deed of Trust dated April 17, 2009 against the Property.
10. Work Out Agreement dated April 17, 2009.
11. Accounts Receivable Loan Agreement dated August 29, 2000.
12. Loan Revision Agreement dated June 19, 2007.

**CURRENT BALANCE OF INDEBTEDNESS**

As of June 18, 2009, principal, accrued interest and other amounts owing under the Notes:

Principal:	\$3,400,263.03
Interest and Late Fees:	\$ 39,862.04
Expenses and Legal Fees:	\$ 134,958.00
Total:	\$3,575,083.07

**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made effective as of the 30<sup>th</sup> day of June, 2009, by and between **TEARDROP HOLDINGS, LLC**, a California limited liability company ("Assignor"), and **FORTRESS RESOURCES, LLC**, a California limited liability company ("Assignee").

**RECITALS**

A. Assignor holds certain assets relating to, or used in the business of, Royal Truck Bodies, Inc. These assets ("Assets") are described in Exhibit "A" hereto.

B. Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Assets. Assignee desires to acquire the Assets, all upon terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree to the following and agree that the above recitals are incorporated as part of this Assignment.

1. Assignment. For good and valuable consideration, the sufficiency of which is acknowledged, Assignor assigns, sells, transfers, conveys and delivers to Assignee, and Assignee agrees to accept from Assignor, on the date hereof, all of Assignor's right, title and interest in and to the Assets. This Assignment is intended to and shall effect a true sale of the Assets to Assignee and to entitle Assignee to exercise all rights, powers and privileges of the Assignor in the Assets.

2. Further Acts. Assignor hereby agrees to execute and deliver to Assignee whatever documents or instruments, in addition to this Assignment, that Assignee reasonably requests in order to carry out the purpose of this Assignment.

3. Representations of Assignor; Representations of Assignee; No Warranties.

(a) Assignor does not make any representations or warranties of any kind, express or implied, with respect to the Assets, except that Assignor hereby represents that (i) the Assets are free of liens created by Assignor and (ii) Assignor is the sole owner and holder of the Assets.

(b) Assignor and Assignee hereby expressly acknowledge and agree that the Assets are being assigned by Assignor to Assignee **WITHOUT WARRANTY OR RECOURSE** against Assignor, and without representations of any kind, express or implied, by Assignor, except as set forth in subsection (a) above.

4. Assignee Acknowledgements. Assignee acknowledges that: (i) Assignor has not made and does not make any representations or warranties, expressed or implied, of any kind or nature with respect to the Assets; (ii) Assignee will acquire such Assets "as is," "where is," "with



all faults," and in their present condition and location; and (iii) Assignor has not made and does not make any warranty as the merchantability or fitness for specific use of the Assets.

5. Entire Agreement. This Assignment constitutes and embodies the full and complete understanding and agreement of Assignor and Assignee with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing, with regard thereto.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. Binding Agreement. The terms of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Amendment. The terms of this Assignment may not be amended, modified, or terminated, nor may any consent to the departure from the terms hereof be given orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Assignment. Any consent so given shall be effective only in the specific instance and for the specific purpose given.

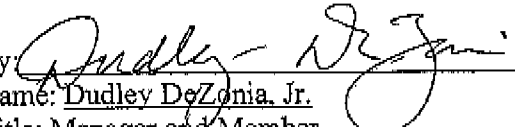
9. Counterparts. This Assignment may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute but one instrument.

*[Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

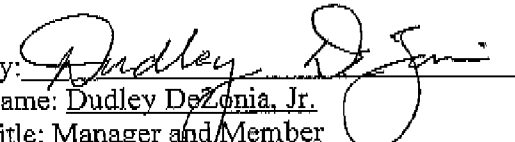
**ASSIGNOR:**

**TEARDROP HOLDINGS, LLC**

By:   
Name: Dudley DeZonia, Jr.  
Title: Manager and Member

**ASSIGNEE:**

**FORTRESS RESOURCES, LLC**

By:   
Name: Dudley DeZonia, Jr.  
Title: Manager and Member

**ASSIGNMENT AND BILL OF SALE****EXHIBIT "A"****Sale, Transfer and Assignment of Assets**

Cash	\$ 50,000.00
Accounts Receivable	\$ 609,792.00
Fixed Assets	\$ 485,875.64
Intangible Assets	\$ 336,000.00
Inventory	\$ 353,280.10
Goodwill	<u>\$ 1,915,052.26</u>
Total	\$ 3,750,000.00

