

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
CAMCO Manufacturing, Inc.		04/28/2010	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	Guard-Line, Inc.		
Street Address:	202 Loop 59 N.		
City:	Atlanta		
State/Country:	TEXAS		
Postal Code:	75551		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71407298	BB BE WISE-BE SATISFIED	
CORRESPONDENCE DATA			
Fax Number:	(903)796-7262		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9037964111		
Email:	lee@guardline.com		
Correspondent Name:	Guard-Line, Inc.		
Address Line 1:	202 Loop 59 N.		
Address Line 4:	Atlanta, TEXAS 75551		
NAME OF SUBMITTER:	H. Lee Stanley		
Signature:	/H. Lee Stanley/		
Date:	05/12/2010		

OP \$40.00 71407298

Total Attachments: 13
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SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") dated as of the 28th day of April, 2010, by and between CAMCO Manufacturing, Inc., an Arkansas Corporation (hereinafter referred to as "Seller"), and Guard-line, Inc., a Texas Corporation (hereinafter referred to as "Purchaser"). Seller is the current manufacturer of BB Brand Work Shirts.

INTRODUCTION

Seller desires to sell and Purchaser desires to purchase certain assets of the Seller on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

SALE

Sale of Assets

1.01. Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase or accept from Seller, all of the following assets ("Purchased Assets") of Seller:

- a) The completed inventory, raw materials, and work in progress of the Business as of the Closing Date as stated in Exhibit "A" attached hereto.
- b) All of Seller's rights and interests in and to the contracts, agreements, purchase orders, customer lists and vendor lists relating to BB Brand Work Shirts.
- (c) All papers and records of any kind presently in or in the future coming into the care, custody, or control of Seller relating to the Business Assets sold to Purchaser pursuant to this Agreement, including but not limited to: supplier lists, purchase and sales records, specifications, design patterns.

(d) All right, title, and interest in and to all trade, goodwill, and other intangible assets relating to the Purchased Assets.

(e) All right, title, and interest of Seller in and to the name BB Brand Work Shirt, or any variant of the name.

(f) All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) relating to BB Brand Work Shirts held by Seller, if any, that may lawfully be assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer.

(g) Any other assets not specifically mentioned above that may be used in the Business.

Consideration for Sale

1.02. In consideration of the sale and transfer of the assets of Seller and the representations, warranties, and covenants of Seller set forth in this Agreement as well as the Covenant Not to Compete, as set out in Article 4 incorporated herein for reference, Purchaser shall pay to Seller a total sum of \$ 50,651.22 payable as follows:

A. \$18,000.00 cash due at closing.

B. A promissory note in the amount of \$ 32,651.22 for the remaining balance to be paid in accordance with the terms of the note as illustrated in Exhibit "B".

Closing

1.03. The parties agree to use their best efforts to consummate this transaction ("Closing"). The Closing shall take place at 202 Loop 59 N, Atlanta, Texas, on May 1, 2010 or at such other time, date, and place mutually agreed upon in writing by Seller and Purchaser ("Closing Date").

ARTICLE 2

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser that the following facts and circumstances are and at all times up to the Closing Date will be true and correct:

Ownership of Purchased Assets

2.01. Seller is the sole owner of all Purchased Assets to be sold hereunder with full right to sell or dispose of it as Seller may choose. No other person or persons have any claim, right, title, interest, or lien in, to, or on Purchased Assets.

Taxes

2.02. All federal, state, local, and foreign income, ad valorem, excise, sales, use, payroll, unemployment, and other taxes and assessments ("Taxes") that are due and payable by Seller have been properly computed, duly reported, fully paid, and discharged. There are no unpaid Taxes that are or could become a lien on the Purchased Assets or require payment by Seller, except for current Taxes not yet due and payable. All current Taxes not yet due and payable by Seller have been properly accrued on the balance sheets of Seller. Seller has not incurred any liability for penalties, assessments, or interest under the Internal Revenue Code. No unexpired waiver executed by or on behalf of Seller with respect to any Taxes is in effect.

Inventories

2.03. All BB Brand Work Shirt inventories owned by Seller ("Inventories") consist of items of a quality and quantity usable and saleable in the ordinary course of business by Seller. All items included in the Inventories are the property of Seller. No items included in the Inventories have been pledged as collateral or are held by Seller on consignment from others. All of the Inventories are substantially free of defects.

Title to Assets and Properties

2.04. Seller has good and marketable title to the Purchased Assets that are the subject of the Agreement. All of these Purchased Assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions, and restrictions.

Laws and Regulations

2.5. There are no pending, outstanding, or threatened claims; legal, administrative, or other proceedings; or suits, investigations, inquiries, complaints, notices of violation, judgments, injunctions, orders, directives, or restrictions against or involving Seller or Purchased Assets, properties, or business of Seller or any of Seller's officers, directors, employees, or stockholders that will materially adversely affect Seller, its assets, properties, or business.

Business Operations

2.6. The business operations of Seller are and have been for the past five years in material compliance with all laws, treaties, rulings, directives, and similar regulations of all government authorities having jurisdiction over Seller's business insofar as failure to comply could materially adversely affect this Agreement.

Authority

2.7. Seller has full power and authority to execute, deliver, and/or consummate this Agreement, subject to the conditions to Closing set forth in this Agreement. All reports and returns required to be filed by each with any government and regulatory agency with respect to this transaction have been properly filed. Except as otherwise disclosed in this Agreement, no notice to or approval by any other person, firm, or entity, including governmental authorities, is required of Seller to consummate the transaction contemplated by this Agreement.

Full Disclosure

2.8. No representation, warranty, or covenant made to Purchaser in this Agreement nor any document, certificate, exhibit, or other information given or delivered to Purchaser pursuant to this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained in this Agreement or the matters disclosed in the related documents, certificates, information, or exhibits not misleading.

Brokers

2.9. Seller has not retained a broker or finder who has participated on Seller's behalf in connection with the transactions contemplated by this Agreement.

ARTICLE 3

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that:

Authority

3.01. Purchaser has full power and authority to execute, deliver, and consummate this Agreement subject to the conditions to Closing set forth in this Agreement. No provisions exist in any contract, document, or other instrument to which Purchaser is a party or by which Purchaser is bound that would be violated by consummation of the transactions contemplated by this Agreement.

Brokers

3.02. Purchaser has not retained, consented to, or authorized any broker, investment banker, or third party to act on his behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement.

ARTICLE 4

COVENANT NOT TO COMPETE

4.1 Seller acknowledges and agrees that for a period of five (5) years following the Closing date, Seller agrees that Seller will not engage in the Same or a Similar Business, including owning or operating or otherwise being a stakeholder in any manner of any sole proprietorship, partnership or corporation who engages in the Same or Similar Business. This restriction on engaging in the Same or Similar Business is limited to a geographical area encompassing the continental United States of America.

4.2 The term "Same or Similar Business" means the manufacturing, distribution, sale, transfer, exchange, design, marketing or any similar dealings that are substantially similar to the BB Brand Work Shirt or would compete for a substantially similar market share.

4.3 In the event that the provisions of this Article 4 are ever deemed to exceed the time, geographic or occupational limits permitted by any applicable laws, Seller and Buyer agree that such provisions shall be, and are, reformed to the maximum time, geographic or occupational limitations permitted by any applicable law.

ARTICLE 5

CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE

The obligation of Purchaser to Close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Purchaser, be waived in writing by Purchaser) existing on the Closing Date, or such earlier date as the context may require.

Representations and Warranties

5.01. Each of the representations and warranties of Seller in this Agreement, the disclosures contained in the exhibits to this Agreement, and all other information delivered under this Agreement shall be true in all material respects at and as of the Closing Date as though each representation,

warranty, and disclosure were made and delivered at and as of the Closing Date.

Compliance With Conditions

5.02. Seller shall comply with and perform all agreements, covenants, and conditions in this Agreement required to be performed and complied with by each of them. All requisite action (corporate and other) in order to consummate this Agreement shall be properly taken by Seller, and Seller shall deliver to Purchaser compliance certificates verifying and warranting Seller's compliance.

Suit or Proceeding

5.03. No suit or proceeding, legal or administrative, relating to any of the transactions contemplated by this Agreement shall be overtly threatened or commenced that, in the sole discretion of Purchaser and its counsel, would make it advisable for Purchaser to Close this transaction.

ARTICLE 6

PARTIES' OBLIGATIONS AT THE CLOSING

Seller's Obligations at the Closing

6.01. At the Closing, Seller shall execute, if appropriate, and shall deliver to Purchaser:

(a) A bill of sale in a form acceptable to Purchaser sufficient to convey to Purchaser all rights, title, and interest in and to all of the inventories and other items being sold to Purchaser under the terms of this Agreement.

(b) A corporate resolution from Seller authorizing this transaction.

(c) A list of all Seller's customers and sales information for the two years preceding the Closing Date.

(d) All patterns used in the Business in paper, digital or any other format.

(e) A list of all Vendors for all materials and supplies used in the Business.

Purchaser's Obligation at Closing

6.02. At the Closing, in consideration of Seller's delivery of the items specified in Paragraph 6.01 above, Purchaser shall deliver a certified or cashier's check in the amount of \$18,000.00, payable to Seller in federal funds currently available in Texas and an executed Promissory Note.

ARTICLE 7

SELLER'S OBLIGATIONS AFTER THE CLOSING

Preservation of Goodwill

7.01. Following the Closing Date, Seller will restrict its activities so that Purchaser's reasonable expectations with respect to the goodwill, business reputation, customer relations, and prospects connected with the assets and properties purchased under this Agreement will not be materially impaired.

Change of Name

7.02. Seller agrees that, after the Closing Date, it will not use or employ in any manner, directly or indirectly, the name BB Work Shirt, or any variation of the name. Seller also agrees that, in order to comply with this covenant, it will take and cause to be taken all necessary action, including filing a withdrawal notice for any assumed name certificate bearing company's name or any variant of the name, that Seller has previously filed.

Access to Records

7.03. From and after the Closing Date, Seller shall allow Purchaser and its counsel, accountants, and other representatives access to records that are, after the Closing Date, in the custody or control of Seller. Seller shall give access as Purchaser reasonably requires in order to comply with its obligations under law or when reasonably necessary for the operations of the Business.

Pay Pro-Rata Obligations

7.04. Seller shall continue to sell until the date of this agreement and shall keep all

open accounts receivable created prior to the date of this agreement. All open purchase orders dated April 28, 2010 or later shall be transferred to Purchaser and Purchaser shall be responsible for filling such orders and shall collect all proceeds thereof.

ARTICLE 8

INDEMNIFICATION

Covenant to Indemnify and Hold Harmless

8.01. Seller covenants and agrees to indemnify, defend, and hold harmless Purchaser from and against any and all claims, suits, losses, judgments, damages, and liabilities including any investigation, legal, and other expenses incurred in connection with and any amount reasonably paid in settlement of any claim, action, suit, or proceeding (collectively called "Losses"), other than those Losses disclosed in this Agreement or any Exhibit delivered pursuant to this Agreement, to which Purchaser may become subject, if such Losses arise out of or are based upon any facts and circumstances (or alleged facts and circumstances) that could result in or give rise to a misrepresentation, breach of warranty, or breach of covenant by Seller to Purchaser in this Agreement. This right to indemnification is in addition to any other right available to Purchaser and company, including the right to sue Seller for a misrepresentation, breach of warranty, or breach of covenant under this Agreement.

Income Taxes

8.02. Without limiting the provisions of Paragraph 8.01, Seller shall indemnify, defend, and hold harmless Purchaser from and against any Losses to which company or Purchaser may become subject insofar as such Losses arise out of or are based on any tax on or measured by the net income of Seller in any period on or before the Closing Date. The indemnifications provided in this Paragraph 8.02 and in Paragraph 8.01, above, are cumulative and neither provision shall limit or in any other way affect the right of

Purchaser under the other provision.

Commissions

8.03. Seller is solely responsible for all commissions incurred on all sales prior to the Closing Date and shall indemnify, defend, and hold harmless Purchaser from and against any claims made by any individual or entity, including state agencies authorized to bring claims on behalf of employees for any commissions accrued prior to the Closing Date.

Limitations on Indemnification

8.03. The maximum cumulative amount of Seller's liability under this Agreement for any and all Losses, other than Losses arising out of or based upon any federal tax on or measured by net income of Seller for which Seller's liability shall be unlimited, shall be limited to the Purchase Price as set forth herein. The obligations of Seller to indemnify Purchaser and Company set forth in this Article 8 shall expire five years after the Closing Date unless the obligation to indemnify arises out of or is based on any federal tax, in which event the obligation to indemnify shall expire ten years after the Closing Date.

Notification and Defense of Claims or Actions

8.04. When Purchaser proposes to assert the right to be indemnified under this Article 8 with respect to third-party claims, actions, suits, or proceedings, Purchaser shall, within 30 days after the receipt of notice of the commencement of the claim, action, suit or proceeding, notify Seller in writing, enclosing a copy of all papers served or received. On receipt of the notice, Seller shall have the right to direct the defense of the matter, but Purchaser shall be entitled to participate in the defense and, to the extent that Purchaser desires, to jointly direct the defense with Seller with counsel mutually satisfactory to Purchaser and Seller, at Seller's expense. Purchaser shall also have the right to employ its own separate counsel in any such action. Neither Seller nor Purchaser shall be liable for any settlement of any action or claim described in this Article 8 that is effected without their consent.

Interest

8.05. Any indemnification required of Seller under this Article 8 shall include interest on the amount of the indemnity from the time incurred to the date of payment at eight (8%) percent simple interest per annum.

ARTICLE 9

GENERAL PROVISIONS

Survival of Representations, Warranties, and Covenants

9.01. The representations, warranties, covenants, and agreements of the parties contained in this Agreement or contained in any writing delivered pursuant to this Agreement shall survive the Closing Date for the period of time set forth in this Agreement.

Notices

9.02. All notices that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered by registered or certified mail, return receipt requested, postage prepaid as follows:

If to Seller: CAMCO Manufacturing, Inc.
 PO Box 714
 Magnolia, AR 71754

If to Purchaser. Guard-Line Inc.
 PO Box 1030
 Atlanta, Texas 75551

Assignment of Agreement

9.03. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

Governing Law

9.04. This Agreement shall be construed and governed by the laws of the State of Texas.

Amendments; Waiver

9.05. This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

Entire Agreement

9.06. This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void.

Reliance Upon Representations and Warranties

9.07. The parties mutually agree that, notwithstanding any right of Purchaser to fully investigate the affairs of Seller and notwithstanding any knowledge of facts determined or determinable by Purchaser pursuant to the investigation or right to investigate, Purchaser may fully rely upon the representations, warranties, and covenants made to Purchaser in this Agreement and on the accuracy of any document, certificate, or exhibit given or delivered to Purchaser pursuant to this Agreement. Knowledge by an agent of the Purchaser of any facts not otherwise disclosed in this Agreement or in a document, certificate or exhibit delivered to Purchaser pursuant to this Agreement shall not constitute a defense by Seller for indemnification of Purchaser under Article 8 or for any claim for misrepresentation or breach of any warranty, agreement, or

covenant under this Agreement or any exhibit, certificate, or document delivered under this Agreement.

Termination of Agreement

9.08. In the event this Agreement is not Closed within thirty days (30) of the effective date of this Agreement, then this Agreement shall terminate on and as of that date. Any termination shall not affect in any manner any rights and remedies that any party to this Agreement may have at the time of termination.

Assignability

9.09 This agreement may be assigned by Purchaser to one or more entities owned and controlled by Purchaser. This Agreement may not be assigned by Seller.

Effective Date

9.10 This Agreement shall be deemed effective as of the date that all parties have signed and executed the same.

Signed this 30 day of April, 2010.

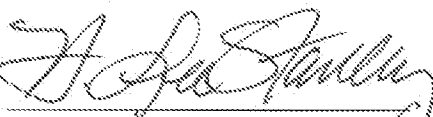
SELLERS:

CAMCO Manufacturing, Inc.

By: 
Brian Smith, President

PURCHASER

Guard-Line, Inc.

By: 
H. Lee Stanley, Vice-President