

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
California Assignments, LLC		03/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Arrowhead Brass Plumbing, LLC
Street Address:	5147 Alhambra Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90032
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3457004	ARROWHEAD BRASS
Registration Number:	3568291	ARROW-BREAKER
Registration Number:	2010123	ARROWHEAD
Registration Number:	2006253	ABP
Registration Number:	2076903	B P
Registration Number:	1173949	CHAMPION
Registration Number:	1157634	C CHAMPION

CORRESPONDENCE DATA

Fax Number: (310)556-4617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3105561956
 Email: mmartin@fpllaw.com
 Correspondent Name: Michael P. Martin
 Address Line 1: 1925 Century Park East, Suite 2050

OP \$190.00 3457004

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:

ABP

NAME OF SUBMITTER:

Michael P. Martin

Signature:

/Michael P. Martin/

Date:

06/30/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of March 30, 2010, by and between California Assignments, LLC, a California limited liability company with its principal place of business at 333 South Grand Avenue, Suite 4070, Los Angeles, California 90071 ("Assignor"), and Arrowhead Brass & Plumbing, LLC, a California limited liability company with its principal place of business at 5147 Alhambra Avenue Los Angeles, California 90032 ("Assignee"), with reference to the March 30, 2010 Bill of Sale (the "Agreement") between Assignor and Assignee.

WHEREAS, Assignor owns all of the trademarks and service marks, as applied for and/or registered, identified in Schedule A attached hereto (the "Marks"), and the trademark applications and registrations identified in Schedule A (the "Applications and Registrations");

WHEREAS, Assignor desires to assign to Assignee all the right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby, and the Applications and Registrations, and Assignee desires to accept such assignment;

WHEREAS, Section 1 of the Agreement requires Assignor to deliver at closing such further documents as might be required to reflect Assignor's assignment to Assignee of the Marks, along with the goodwill of the business symbolized thereby, and the Applications and Registrations; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks, including the goodwill, and the Applications and Registrations to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the Applications and Registrations, including, without limitation, any renewals and extensions of the Registrations and of any registrations that issue from the Applications, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks, and the Applications and Registrations, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor:

CALIFORNIA ASSIGNMENTS, LLC
By Development Specialists, Inc., its
Sole Member and Manager

Name: Jeffrey R. Berman

Title: JEFFREY L. BERMAN V.P.

Date: March 6, 2010

APL

Assignee:

ARROWHEAD BRASS & PLUMBING, LLC

Frederick H. Schweider, Jr.

Name: FREDERICK H. SCHWEIDER, JR.

Title: CEO

Date: March _____, 2010

3. Assignee and Assignor agree that this Assignment is subject to the terms and conditions of the Agreement, that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Agreement, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Agreement, and that to the extent there is any conflict between this Assignment and the terms and conditions of the Agreement, the Agreement shall control.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor:

CALIFORNIA ASSIGNMENTS, LLC

Name: _____

Title: _____

Date: March _____, 2010

Assignee:

ARROWHEAD BRASS & PLUMBING, LLC

Name: FREDERICK H. SCHNEIDER, JR.

Title: CEO

Date: March _____, 2010

SCHEDULE A

Registrations

MARK	REG. NO.	REG. DATE	COUNTRY	STATUS
ARROWHEAD BRASS	3457004	July 1, 2008	USA	
ARROW-BREAKER	3568291	January 27, 2009	USA	
ARROWHEAD & Design	2010123	October 22, 1996	USA	
ABP	2006253	October 8, 1996	USA	
B P & Design	2076903	July 8, 1997	USA	
MEDALIST	1441992	June 9, 1987	USA	Cancelled
FAIRWAY	1441897	June 9, 1987	USA	Cancelled
CHAMPION	1173949	October 20, 1981	USA	
C CHAMPION & Design	1157634	June 16, 1981	USA	

Applications

MARK	APP. NO.	FILING DATE	COUNTRY	STATUS
FLOOD LIMITER	77/551,581	August 20, 2008	USA	Pending