

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Champion Irrigation, LLC		03/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	California Assignments, LLC		
<b>Street Address:</b>	333 South Grand Avenue, Suite 4070		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1173949	CHAMPION	
Registration Number:	1157634	C CHAMPION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)556-4617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3105561956		
<b>Email:</b>	mmartin@fpplaw.com		
<b>Correspondent Name:</b>	Michael P. Martin		
<b>Address Line 1:</b>	1925 Century Park East, Suite 2050		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	ABP		
<b>NAME OF SUBMITTER:</b>	Michael P. Martin		
<b>Signature:</b>	/Michael P. Martin/		

OP \$65.00 1173949

**900165869**

**TRADEMARK  
 REEL: 004234 FRAME: 0188**

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 Champion Irrigation, LLC, a California limited liability company with its principal place of business at 5147 Alhambra Avenue, Los Angeles, California 90032-3414 ("Assignor"), and 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 ("Assignee"), with reference to the March 30, 2010 General Assignment for the Benefit of Creditors (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:

CHAMPION IRRIGATION, LLC

Name:

CHRIS DAVEY

Title:

DIRECTOR

Date: March \_\_\_\_\_, 2010

Assignee:

CALIFORNIA ASSIGNMENTS, LLC

Name:

Title:

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:

CHAMPION IRRIGATION, LLC

Name: CHRIS DAVEY

Title: DIRECTOR

Date: March       , 2010

Assignee:

CALIFORNIA ASSIGNMENTS, LLC

Name: JEFFREY L. BUCHANAN

Title: V.P., DISTRICTS MANAGER & SOLE MEMBER

Date: March 6, 2010

**SCHEDULE A**

**Registrations**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>COUNTRY</b>	<b>STATUS</b>
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	