

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
E.D. Industries, Inc.		06/23/2010	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	THI-Undercover Holdings, LLC		
Street Address:	c/o Kinderhook Industries, LLC		
Internal Address:	888 Seventh Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3159993	PLASTANIUM	
Registration Number:	3463844	SWINGCASE	
Registration Number:	3529563	UNDERCOVER	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	christine.casey@kirkland.com		
Correspondent Name:	c/o Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	40462-48 CAC		
NAME OF SUBMITTER:	Christine Casey		

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TRADEMARK
REEL: 004234 FRAME: 0655

Signature:	/Christine Casey/
Date:	06/30/2010
Total Attachments: 5 source=Trademark Assignment - Underdcover_(17157274_1)#page1.tif source=Trademark Assignment - Underdcover_(17157274_1)#page2.tif source=Trademark Assignment - Underdcover_(17157274_1)#page3.tif source=Trademark Assignment - Underdcover_(17157274_1)#page4.tif source=Trademark Assignment - Underdcover_(17157274_1)#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of June 23, 2010 by **E. D. Industries, Inc.**, a Missouri corporation ("*Assignor*") in favor of **THI-Undercover Holdings, LLC**, a Delaware limited liability corporation ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto, (the "*Marks*");

WHEREAS, Assignor, Assignee, Undercover, Inc. and Steven D. Brallier, the sole shareholder of Assignor, are parties to the Asset Purchase Agreement, dated June 23, 2010 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee and its affiliates have purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee and its affiliates are the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, 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 arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall execute and deliver Assignee, its successors and assigns, and their legal representatives any and all documents as Assignee or any such other person or entity may reasonably request to effectuate the purposes of this Assignment, including in connection with perfection of the title to the Marks, and Assignor shall communicate with Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as it may be known.
4. Assignor hereby represents, warrants and covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

E. D. INDUSTRIES, INC.

By: [Signature]
Name: Steven Dale Brallier
Title: President

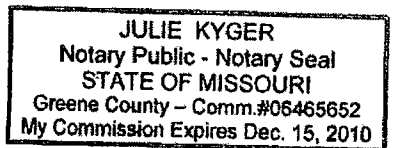
STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 18th day of June, 2010, before me, a Notary Public in and for said State, personally appeared STEVE BRALLIER, to me known to be the person described in and who executed the within Trademark Assignment and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

[Signature]
Notary Public

My commission expires: 12/15/10



Acknowledgement:

THI-UNDERCOVER HOLDINGS, LLC

By: _____
Name: William Reminder
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

E. D. INDUSTRIES, INC.

By: _____
Name: Steven Dale Brallier
Title: President

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this _____ day of June, 2010, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the person described in and who executed the within Trademark Assignment and acknowledged that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

Notary Public

My commission expires: _____.

Acknowledgement:

THI-UNDERCOVER HOLDINGS, LLC

By: _____
Name: William Reminder
Title: Chief Executive Officer

Schedule A
to Trademark Assignment

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	App. No. / Reg. No.	App. Date/ Reg. Date	Owner
PLASTANIUM	U.S.	Registered	3159993	10/17/2006	E.D. Industries, Inc.
SWINGCASE	U.S.	Registered	3463844	7/8/2008	E.D. Industries, Inc.
UNDERCOVER	U.S.	Registered	3529563	11/11/2008	E.D. Industries, Inc.