

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
Da Bomb Products, Inc.		08/03/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	BBK Tobacco & Foods, LLP		
Street Address:	3315 W. Buckeye Rd., Ste. 4		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85009		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76614841	TRAINWRECK	
CORRESPONDENCE DATA			
Fax Number:	(800)568-2553		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-800-420-4372		
Email:	roz@hbiin.com		
Correspondent Name:	Rosalind Young		
Address Line 1:	3315 W. Buckeye Rd., Ste. 4		
Address Line 4:	phoenix, ARIZONA 85009		
NAME OF SUBMITTER:	Rosalind Young		
Signature:	/Rosalind Young/		
Date:	08/09/2010		
Total Attachments: 3 source=assignment train wreck001#page1.tif			

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TRADEMARK
REEL: 004256 FRAME: 0759

ASSIGNMENT AND PURCHASE AGREEMENT

THIS ASSIGNMENT is made on Aug 2, 2010 between Da Bomb Products, Inc. of 7600 N. 71st Avenue, Glendale, AZ 85303 ("the Assignor") and BBK Tobacco and Foods, LLP an Arizona limited liability partnership, with a business address of 3315 W. Buckeye Road #4, Phoenix, Arizona 85009 ("the Assignee").

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- A. **OWNERSHIP.** The Assignor holds all rights, title, and interest in the trademark "TRAIN WRECK" hereinafter referred to as the "Mark", and which is subject to Registration No 3169211 for use with tobacco products, namely, flavored tobacco, cigars, cigar wraps and cigarettes.
- B. **CONSIDERATION.** The Assignor has agreed to sell to the Assignee for good and valuable consideration the Mark on the terms and conditions stated herein.
- C. **NON ABANDONMENT.** The Assignor acknowledges and agrees that the Mark has not been abandoned.

NOW THIS ASSIGNMENT shall be as follows:

- 1. **TRANSFER:** In consideration of the sum of \$8,000.00 to be paid by the Assignee, the Assignor assigns to the Assignee all rights, titles, and interest in the Mark, and all goodwill of the business related to the goods upon which the Mark is used, throughout the world to hold the same unto the Assignee absolutely for the full period of protection for the Intellectual Rights as granted by law and for all relevant renewals and extensions. The rights, title, and interest transferred shall include without limit all of the following:

All benefits, privileges, and advantages of or arising out of or to be derived from use of the Mark.

- b. All property, rights, title, interests, claims, and demands of the Assignor in and to the Mark.
- c. All rights to sue third parties for infringement of the Mark and for all common law remedies with respect to the Mark.
- d. All rights to recover damages in respect of all acts of infringement, passing off, unfair competition, and other similar acts that have occurred at any time after or prior to the date of this Assignment.

- 2. **WARRANTY:** The Assignor warrants the following:

- a. To the best of Assignor's knowledge, the Assignor is the owner of the Trademark, and Assignor has the right to assign the Trademark unto the Assignee.
- b. To the best of Assignor's knowledge, the Trademark does not infringe in any way any trademarks of any third party. However, Assignor does not warrant in any way whatsoever that a prior does not exist or that use of the Mark does not or will not infringe the rights of another.
- c. To the best of Assignor's knowledge, the Assignor is entitled to enter into this Assignment and to transfer the right to use the Trademark to the Assignee free of any encumbrances.
- d. To the best of Assignor's knowledge, all Trademark rights transferred are good, valid and existing.
- e. To the best of Assignor's knowledge, the right, title, and interest to the Mark can be exercised, held, and enjoyed by the Assignee without any interruption or claim from the Assignor or any person or persons lawfully or equitably claiming under or in trust for the Assignor.

3. **FURTHER ACTIONS BY ASSIGNOR:** At the request and expense of the Assignee, the Assignor will execute, perfect or otherwise act to ensure that all rights, title, and interest are assigned to the Assignee, that all additional documents and instruments are executed to carry out this Assignment, and in the event of infringement or passing off, that all requirements are satisfied to enable the Assignee to commence, carry on, and prosecute necessary and proper actions and proceedings as shall or may be reasonably required.

4. **INDEMNIFICATION:** The Assignor covenants with the Assignee that the Assignor will indemnify Assignee from and against all actions, claims, proceedings, costs, and damages incurred or awarded and paid on account of any breach or nonperformance of the Assignor with regard to the warranties made by the Assignor in this Assignment.

5. **ASSIGNMENT:** The Assignee shall have the right to assign the benefit of this Assignment to any third party.

6. **ENTIRE TRANSACTION:** The Parties certify that this transaction is not part of a larger transaction or a series of transactions.

ASSIGNOR: Da Bomb Products, Inc.

ASSIGNEE: BBK Tobacco and Foods,
LLP

Elaine Alrabib

By: Elaine Alrabib

President

Aug. 2, 2010

By: _____