

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hayashi Tecnica LLC		08/09/2010	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Hayashi Worldwide LLC
Street Address:	9457 South University Boulevard
Internal Address:	Suite 301
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80126
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77648657	REPAIR ZONE
Serial Number:	78925500	HAYASHI
Registration Number:	3312427	SYSTEM DESIGN
Registration Number:	3378680	ST. MORITZ
Registration Number:	3244649	EMERGENCY PAK
Registration Number:	3694617	SYSTEM HINOKI

CORRESPONDENCE DATA

Fax Number: (312)474-0448
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-474-6300
 Email: docket@marshallip.com
 Correspondent Name: Gregory J. Chinlund
 Address Line 1: 233 South Wacker Drive
 Address Line 2: 6300 Willis Tower

OP \$165.00 77648657

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	31685/G10000
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NAME OF SUBMITTER:	Gregory J. Chinlund
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Signature:	/gjc/
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Date:	09/30/2010
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into nunc pro tunc, effective as of April 12, 2010, between HAYASHI TECNICA LLC, a Colorado limited liability company with a principal place of business of 9457 South University Boulevard, Suite 301, Highlands Ranch, Colorado 80126 USA (hereinafter the "ASSIGNOR"), and HAYASHI WORLDWIDE LLC, a Colorado limited liability company with a principal place of business of 9457 South University Boulevard, Suite 301, Highlands Ranch, Colorado 80126 USA (the "ASSIGNEE").

WHEREAS, ASSIGNOR had an existing and ongoing business to which the Trademarks listed in Schedule A pertained, and ASSIGNEE is the successor to that business.

WHEREAS, as of the effective date of this agreement the ASSIGNOR owned all rights, interest and goodwill in the Trademarks in the countries listed in Schedule A, including the goodwill of the business in connection with which the Trademarks have been used and applied for or registered.

WHEREAS, as of the effective date of this agreement and attendant to an asset purchase agreement, ASSIGNOR intended, agreed to, and did in fact transfer to the ASSIGNEE all rights, title, interest, and goodwill in the aforesaid Trademarks, including all registrations thereof and the goodwill of the business in connection with which the Trademarks are used, and the right to sue and collect remedies, including damages, for prior, contemporaneous or future infringement of the Trademarks, and wishes to now confirm and perfect that assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, ASSIGNOR hereby confirms, sells, assigns and transfers to ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the Trademarks and trademark applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used. This assignment includes all of the ASSIGNOR's rights to register, enforce and sue for, and to receive monetary damages and equitable relief for, infringements of the Trademarks, including any which occurred prior to the date of this assignment.

ASSIGNOR retains no ownership rights in the Trademarks, trademark application or registration or any other rights transferred to ASSIGNEE by this assignment.

August
Date: July 9, 2010.

HAYASHI TECNICA LLC

By: *Robert Perry*
Robert Perry
Manager

SCHEDULE A
Trademark Applications and Registrations

Country	Mark	Application No.	Filed	Reg No	Reg Date
AUSTRALIA	SYSTEM 911	1235902	4/18/2008		
AUSTRALIA	HAYASHI LOGO			544678	10/25/1990
AUSTRALIA	HAYASHI	1235888	4/18/2008	1235888	2/2/2009
CANADA	SYSTEM 911	1421348	12/10/2008		
CANADA	SYSTEM DESIGN	1421352	12/10/2008	TMA768272	6/1/2010
CANADA	EMERGENCY PAK	1421353	12/10/2008		
CANADA	SYSTEM HINOKI	1421351	12/10/2008		
CANADA	HAYASHI	1421349	12/10/2008		
CHINA	SYSTEM 911	7240784	3/9/2009		
CHINA	SYSTEM HINOKI	5460525	7/4/2006	5460525	9/14/2009
CHINA	SYSTEM DESIGN	5460524	7/4/2006	5460524	9/14/2009
CHINA	FIT SYSTEM	5460522	7/4/2006	5460522	9/14/2009
CHINA	EMERGENCY PAK	5460521	7/4/2006		
CHINA	HAYASHI	5460527	7/4/2006		
CHINA	HAYASHI	5460526	7/4/2006	5460526	8/21/2009
CHINA	HAYASHI	7240785	3/9/2009		
COMMUNITY TRADEMARK	SYSTEM HINOKI	6961858	5/26/2008		
COMMUNITY TRADEMARK	HAYASHI	006961866	5/26/2008	006961866	1/8/2009
HONG KONG	HAYASHI	300668106	6/27/2006	300668106	12/28/2006
MEXICO	HAYASHI	928294	4/21/2008	1054155	8/13/2008
RUSSIA	HAYASHI	2006718054	6/26/2006	356360	8/5/2008
SINGAPORE	HAYASHI	T06/12812G	6/30/2006	06/12812G	3/19/2007
SINGAPORE	HAYASHI	T06/12813E	6/30/2006	06/12813E	10/31/2006
SWITZERLAND	SYSTEM 911	56384/2008	5/20/2008	576778	9/18/2008
SWITZERLAND	SYSTEM HINOKI	56385/2008	5/20/2008	576936	9/24/2008
SWITZERLAND	HAYASHI	56383/2008	5/20/2008	576686	9/17/2008
TAIWAN	HAYASHI	95033195	6/27/2006	01265587	6/1/2007
TURKEY	HAYASHI	2006031255	6/28/2006	200631255	6/28/2006
UNITED STATES	SYSTEM DESIGN	78/925525	7/10/2006	3312427	10/16/2007
UNITED STATES	ST. MORITZ	78/925520	7/10/2006	3378680	2/5/2008
UNITED STATES	EMERGENCY PAK	78/925504	7/10/2006	3244649	5/22/2007
UNITED STATES	SYSTEM HINOKI	77/380855	1/25/2008	3694617	10/13/2009
UNITED STATES	REPAIR ZONE	77/648657	1/13/2009		
UNITED STATES	HAYASHI	78/925500	7/10/2006		