

FAXED

12/27/10 571-273-0140

12/27/2010

Form PTO-1594 (Rev. 01-09) OMB Collection 0651-0027 (exp 02/28/2009)



103614420

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies): 12/27/10

Significant Products, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation- State, Other a California Limited Liability Company

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Les Perhacs, d.b.a. Perhacs Design

Internal

Address:

Street Address 2540 Wilt Road

City: Fallbrook

State California

Country USA Zip: 92028

- Association, General Partnership, Limited Partnership, Corporation, Other Individual

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December, 2010

- Assignment, Merger, Security Agreement, Change of Name, Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78-744-313

B. Trademark Registration No.(s)

3,337,569

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: THE LASHER - Registered on November 13, 2007

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marilyn M. Steele, Esq.

Internal Address:

Street Address Messner Steele Law Office

701 Palomar Airport Road, Suite 300

City Carlsbad

State California Zip: 92011

Phone Number: 760-931-5640

Fax Number: 760-804-3868

Email Address: msteele@mmslawoffice.com

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account, Enclosed CHECK # 1049 - SENT VIA MAIL

8. Payment Information:

Deposit Account Number

Authorized User Name 2/28/2010 DTIMBERL 00000016 78744313

9. Signature:

Donald L. Conibear (Signature)

December 20, 2010

Date

Donald L. Conibear, Manager & Member

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004450 FRAME: 0471

RECEIVED
DEC 27 2010
5th Floor

COPY

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 20th day of December 2010 by and between:

SIGNIFICANT PRODUCTS, LLC, a limited liability company organized and existing under the laws of the State of California, with its offices at 541 Industrial Way, Suite 2, Fallbrook, California 92028 ("Assignor");

And

LES PERHACS, D.B.A. PERHACS DESIGN, a Sole Proprietorship with its offices at 2540 Wilt Road, Fallbrook, California 92028 ("Assignee").

1. PREAMBLE

1.1 The Assignor is the owner of the Trademarks along with the Trade Dress associated with those trademarks ("the Trademarks and Trade Dress") (described in Exhibit A) and the good will of the business relating to the "Lasher" (herein "Product") upon which the Trademarks are used and for which they are registered (the Goodwill").

1.2 The Assignor desires to convey, transfer, assign, and delivery to the Assignee all of its right, title, and interest in and to the Trademarks and Trade Dress. and the Goodwill associated with the Trademarks and Trade Dress.

1.3 In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the mutual promises, covenants, and Agreements made below, the parties agree as follows:

2. TRANSFER OF RIGHTS

2.1 The Assignor hereby conveys, transfers, assigns, and delivers to the Assignee all of its right, title, and interest in and to the Trademarks, including all common law rights connected therein, together with 1) the Goodwill associated with the Trademarks, 2) all income royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and 3) all rights, both at law and in equity, to maintain and enforce any rights subsisting in the Trademark, including but not limited to suing for past, present, and future infringements or misappropriations of the Trademarks.

2.2 The Assignor and the Assignee further acknowledge and agree that at the time of the execution of this Assignment, the Assignor's ownership of certain of the

Trademarks was subject to a License Agreement between the Parties, but that licensing agreement has expired (the "License")

2.3 No share, interest, Assignment, or other right to the Trademarks has been licensed, transferred, assigned, or granted to any other party except as disclosed to the Assignee in this Assignment. The following shares, rights, or other interests in the Trademarks have been granted by the Assignor: None other than as stated herein.

2.4 The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the Trade Dress, labels, and designs associated with the Trademarks.

2.5 The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

2.6 The Assignor further covenants that it will not at any time hereafter use the Trademark or any other mark so resembling any of the Trademark as to be likely to deceive or cause confusion.

3. MISCELLANEOUS

3.1 **Effect on Heirs and Successors.** This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs devisees, legatees, executors, administrators, trustees, successors, and assignees of the parties to this Assignment.

3.2 **Waiver, Amendment, Modification.** No waiver, amendment or modification including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance by the other party under this Assignment or of any breach or series of breaches by the other party of any of the terms or conditions of this Assignment shall constitute a waiver of any subsequent default in performance under this Assignment or any subsequent breach of any terms or conditions of this Assignment. Performance of any obligation required of a party under this Assignment may be waived only by a written waiver signed by a duly authorized officer of the other party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

3.3 **Severability.** If any provision of this Assignment is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Assignment that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by

the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Assignment is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

3.4 **Governing Law.** This Assignment shall be governed by the laws of the State of California applicable to Assignments made and fully performed in the State of California.

Assignor and Assignee have carefully reviewed this Assignment and agree to and accept its terms and conditions, executed as of the Effective Date hereof.

Assignor:

SIGNIFICANT PRODUCTS, LLC


DONALD L. CONIBEAR,
Managing Member

Assignee:

Les Perhacs, a sole proprietor
D.b.a. PERHACS DESIGN


LES PERHACS, an individual

EXHIBIT A
TRADEMARKS

Mark	Application No.	Registration No.	Filing Date	Registration Date
The Lasher	78-744-313	3,337,569	Nov. 1, 2005	Nov. 13, 2007

OTHER PROPERTY

Domain Name:

Domain names exist; however, they are not being transferred or assigned.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

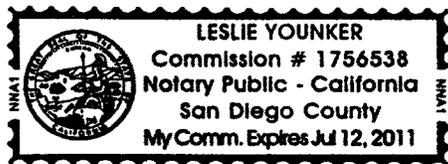
State of California

County of San Diego }

On 12-20-10 before me, Leslie Younker, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Les Perhacs
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Leslie Younker
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Trademark Assignment

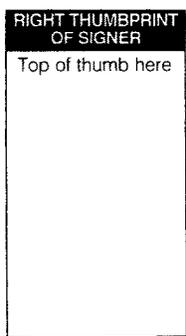
Document Date: 12-20-10 Number of Pages 1p

Signer(s) Other Than Named Above: Donald L. Conibear

Capacity(ies) Claimed by Signer(s)

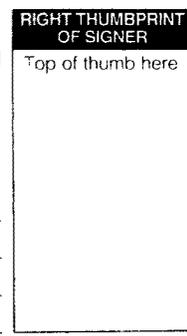
Signer's Name Les Perhacs Signer's Name _____

- Corporate Officer — Title(s) _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing: _____

- Corporate Officer — Title(s) _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing: _____

Int. Cl.: 8

Prior U.S. Cls.: 23, 28, and 44

United States Patent and Trademark Office

Reg. No. 3,337,569

Registered Nov. 13, 2007

TRADEMARK
SUPPLEMENTAL REGISTER

The Lasher

SIGNIFICANT PRODUCTS, LLC (CALIFORNIA
LTD LIAB CO)
541-2 INDUSTRIAL WAY
FALLBROOK, CA 92028

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT STYLE, SIZE, OR COLOR

FOR: HAND TOOLS USED FOR TIGHTENING A
ROPE OR A LINE, IN CLASS 8 (U S CLS. 23, 28 AND
44)

SER NO 78-744,313. FILED P.R 11-1-2005: AM S R
9-6-2007

FIRST USE 5-8-2007; IN COMMERCE 5-8-2007

JASON BLAIR, EXAMINING ATTORNEY