

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Dry Creek Products, Inc.		01/21/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dry Creek Products, LLC		
<b>Street Address:</b>	51 Edward Street		
<b>City:</b>	Arcade		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14009-1012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3070250	HANDY RANDY'S	
<b>Registration Number:</b>	2878795	LABOR SAVER	
<b>Registration Number:</b>	1994825	DRY CREEK PRODUCTS, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)232-2152		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	585-232-6500		
<b>Email:</b>	mdidas@hselaw.com		
<b>Correspondent Name:</b>	Michael J. Didas, Esq.		
<b>Address Line 1:</b>	1600 Bausch & Lomb Place		
<b>Address Line 2:</b>	Harter Secrest & Emery LLP		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604-2711		
<b>ATTORNEY DOCKET NUMBER:</b>	97040.000004		
<b>NAME OF SUBMITTER:</b>	Michael J. Didas		

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**TRADEMARK**  
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Signature:	/Michael J. Didas/
Date:	03/02/2011
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## TRADEMARK ASSIGNMENT

**WHEREAS**, Dry Creek Products, Inc., a New York corporation (the "Assignor") has adopted, is using and is the owner of the entire right, title, interest and goodwill in and to the trademarks identified on Exhibit A attached hereto (the "Marks") and the trademark registrations associated with the Marks (the "Registrations"); and

**WHEREAS**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor desires to sell, transfer, assign and set over unto Dry Creek Products, LLC, a Delaware limited liability company (the "Assignee"), the entire right, title and interest in and to the Marks, the Registrations and all goodwill associated therewith;

**NOW THEREFORE**, the Assignor does hereby sell, transfer, assign and set over unto the Assignee, its successors and assigns, all right, title and interest in and to: (i) the Marks; (ii) the Registrations; (iii) the goodwill of the business symbolized by and associated with the Marks and the Registrations thereof; and (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, dilution, damage, or injury to the Marks, Registrations or associated goodwill. The Assignor further agrees to execute all documents, instruments and papers and to perform all acts, without any further consideration but at the cost and expense of the Assignee, as reasonably deemed necessary by the Assignee to perfect in the Assignee the foregoing right, title and interest, including the execution of any related domestic or foreign application documents which accurately set forth the related facts.

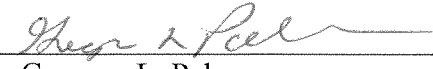
The Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, or the appropriate registration authority, to transfer the Mark and the Registration thereof from Assignor to Assignee, its successors and assigns.

This Trademark Assignment, together with that certain Asset Purchase Agreement, dated of even date herewith, between Assignor, Assignee and Greg Palmer, and the exhibits and schedules thereto, is the entire agreement between the parties with respect to the specific subject matter set forth herein, and supersedes all prior written agreements and understandings, if any, related to the subject matter set forth herein.

**[Signature Page Follows]**


IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed by its duly authorized officer on the 21<sup>st</sup> day of January, 2011 to be effective January 28, 2011.

**DRY CREEK PRODUCTS, INC.**

By:   
Name: Gregory L. Palmer  
Title: President

STATE OF NEW YORK     )  
  : ss.:  
COUNTY OF Erie     )

On the 21<sup>st</sup> day of January in the year 2011 before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory L. Palmer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

RYAN K. MICKLUS  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 05/07/20 11

**EXHIBIT A**  
**The Marks**

<b>Trademark</b>	<b>Status</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Owner</b>
HANDY RANDY'S	Reg.	3,070,250	3/21/2006	Dry Creek Products, Inc.
LABOR SAVER AND DESIGN	Reg.	2,878,795	8/31/2004	Dry Creek Products, Inc.
DRY CREEK PRODUCTS, INC. AND DESIGN	Reg.	1,994,825	08/20/1996	Dry Creek Products, Inc.