

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
	Rubicon Manufacturing Inc.		05/09/2011
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TAP Worldwide, LLC		
Street Address:	400 West Artesia Blvd.		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2810297	EXTREME-DUTY
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3102073800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	008868.A019		
NAME OF SUBMITTER:	Dax Alvarez		
Signature:	/dax alvarez/		
Date:	05/10/2011		
Total Attachments: 3 source=8868.A019 Exec Agreement#page1.tif source=8868.A019 Exec Agreement#page2.tif source=8868.A019 Exec Agreement#page3.tif			

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ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES APPLICATION
FOR REGISTRATION THEREOF

WHEREAS, Rubicon Manufacturing Inc., California corporation having a place of business at 3290 Monier Circle, Rancho Cordova, California 95742 ("Assignor"), has acquired or adopted, and used, and thereby owns all right, title and interest in and to the trademarks identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (hereinafter the "Marks"), together with the goodwill of the business appurtenant to said Marks;

WHEREAS, TAP Worldwide, LLC, a California limited liability company having a business at 400 West Artesia Blvd., Compton, California 90220 ("Assignee") the successor of the ongoing and existing business to which the Marks pertain is desirous of acquiring said Marks; and

WHEREAS, in order to effectuate Assignor's assignment of its entire right, title and interest in and to the Marks and the goodwill appurtenant thereto, to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Marks identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby represents and warrants that, to the best of its knowledge, (i) it is the owner of the Marks and the goodwill associated therewith; (ii) the Application for registration of the mark EXTREME-DUTY, namely, U.S. Registration No. 2,810,297 was

not filed fraudulently or contrary to any provision of the trademark laws of the United States; and (iii) U.S. Registration No. 2,810,297 is not the subject of any infringement action or cancellation action in the United States. In this connection, Assignor states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Marks.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee 's ownership of the Marks is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

RUBICON MANUFACTURING INC.
("Assignor")

Dated: 5/9/2011



Ryan Wallace
President, Sole Shareholder

RUC
5/9/2011
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EXHIBIT A

I. Common Law Marks

1. RUBICON
2. RUBICON EXPRESS
3. RUBICON OUTFITTERS
4. RUBICON USA
5. ~~SUPER HD~~ *RW*

II. Registration

1. EXTREME-DUTY
 - i. Registration No. 2,810,297 on February 3, 2004