

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
Rustin Smith		05/02/2011	INDIVIDUAL: UNITED STATES
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: 2			
Property Type	Number	Word Mark	
Serial Number:	85242238	RUBICON	
Serial Number:	85242161	RUBICON EXPRESS	
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:	8868.A018		
NAME OF SUBMITTER:	Dax Alvarez		
Signature:	/dax alvarez/		

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 REEL: 004540 FRAME: 0377

Date:

05/12/2011

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

AND

**THE UNITED STATES APPLICATIONS
FOR REGISTRATION THEREOF**

WHEREAS, Rustin Smith DBA Rubicon Express, an individual and citizen of the United States having a place of business at 1950 Auburn Avenue, Baker City, Oregon 97814 ("ASSIGNOR"), has acquired or adopted, and used, and thereby own all right, title and interest in and to (i) the trademarks and (ii) the United States applications for registration thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (the "Marks", and "Applications", respectively), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, ASSIGNOR is assigning the Marks and the Applications as part of the entire business to which the Marks pertain as required by 15 U.S.C. § 1060; and

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 the Applications therefor; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of his entire right, title and interest in and to the Marks and Applications 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,

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his full and entire right, title and interest in and to the Marks and Applications 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 his knowledge, (i) he is the sole owner of the Applications and the goodwill associated therewith; (ii) the Applications for registration thereof were not filed fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the Applications for registration thereof are not the subject of any opposition proceedings in the United States. In this connection, ASSIGNOR states that he makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

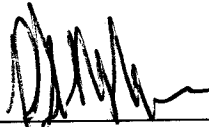
ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Marks and Applications.

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 and Applications is duly made of record.

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

RUSTIN SMITH
("ASSIGNOR")

Dated: 5-2-2011



Rustin Smith

EXHIBIT A

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
RUBICON Int. Cl. 12	United States	85/242,238	February 15, 2011
RUBICON EXPRESS Int. Cl. 12	United States	85/242,161	February 15, 2011

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