

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Some Guys & Truck, Inc.		02/22/2011	CORPORATION: VIRGINIA
Brand Names, Inc.		02/22/2011	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Moving Names, LLC
Street Address:	4019 24th Road North
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22207
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3762154	TWO GUYS AND A TRUCK
Registration Number:	3776769	TWO GUYS AND A TRUCK
Registration Number:	3579083	MAJOR WORLDWIDE MOVERS
Registration Number:	3579084	MAJOR WORLDWIDE MOVERS
Registration Number:	2927645	WE'LL MOVE YA!
Registration Number:	2927644	WE'LL MOVE YA!

CORRESPONDENCE DATA

Fax Number: (703)218-2160
 Phone: 7032182138
 Email: sue.williams@ofplaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Kevin T. Oliveira
 Address Line 1: 9302 Lee Highway, Suite 1100
 Address Line 2: Odin, Feldman & Pittleman, PC

OP \$165.00 3762154

Address Line 4: Fairfax, VIRGINIA 22031

ATTORNEY DOCKET NUMBER: 42691.00010

NAME OF SUBMITTER: David S. Underwood

Signature: /dsu/

Date: 09/13/2011

Total Attachments: 4
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SECURED PROMISSORY NOTE

Commonwealth of Virginia

Amount: \$1,400,000.00

Date: February 22, 2011

FOR VALUE RECEIVED, the undersigned, **Some Guys & Truck, Inc.**, a Virginia corporation, and **Brand Names, Inc.**, a Virginia corporation (collectively the "Maker"), jointly and severally promise to unconditionally pay to the order of Moving Names, LLC (the "Noteholder"), or such other party as the Noteholder may direct, the Principal Sum of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00).

1. Payment Schedule. The Maker shall pay to the Noteholder the Principal Sum and interest due hereunder as follows:

a. Two Hundred Fifty Thousand Dollars (\$250,000.00) is due and payable on the date which is one hundred twenty (120) days after the execution of this Note;

b. Two Hundred Fifty Thousand Dollars (\$250,000.00) is due and payable on January 1, 2012; and

c. Nine Hundred Thousand Dollars (\$900,000.00), plus interest on that amount at the rate of five percent (5%) per annum, is payable pursuant to One Hundred Eight (108) consecutive monthly payments of Ten Thousand Three Hundred Sixty Five and 55/100 Dollars (\$10,365.55), due and payable on the fifth (5th) day of each month, commencing March 5, 2011.

2. Payment Instructions. All payments shall be made by check payable to "Moving Names, LLC" or such other party as Noteholder may direct, and delivered to Noteholder at 4019 24th Road North, Arlington, Virginia 22207, or at such other address as the Noteholder may specify. Notwithstanding the foregoing, Noteholder hereby directs that six percent (6%) of each payment due and owing to Noteholder hereunder shall be made payable to "Piedmont Capital Group" and delivered to Jeff Neuberg at 9008 Daum Court, Springfield, Virginia 22153. All notices to the Maker shall be sent to Some Guys & Truck, Inc., c/o Brett Burks, at 45726 Elmwood Court, Sterling, Virginia 20166, with a copy delivered to Edward Gross, Esq., Gross & Romanick, P.C., 3975 University Drive, Suite 410, Fairfax, VA 22030. All notices shall be in writing and will be deemed received the same day (when delivered personally), 5 days after mailing (when sent by registered or certified mail) and the next business day (when delivered by overnight courier or by facsimile transmission).

3. Events of Default. The occurrence of any one or more of the following events shall constitute a default (an "Event of Default") under this Note:



a. The failure of the Maker to pay by its due date any amount due hereunder, which failure shall remain uncured for thirty (30) days after Noteholder's written notice to the Maker;

b. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state insolvency statute by or against the Maker; or

c. An application or petition for the appointment of a receiver or custodian for, or the making of a general assignment for the benefit of creditors by, the Maker.

4. Remedies Upon Default. Upon the occurrence of an Event of Default hereunder, the Noteholder may enforce this Note utilizing all available legal and equitable remedies.

5. Prepayment. The Maker reserves the right to prepay without penalty any portion of the Principal Sum due hereunder.

6. Jurisdiction. This Note shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. The Maker hereby agrees that any and all disputes whatsoever arising under or related to this Note shall be litigated exclusively in the courts of Fairfax County, Virginia.

7. Assignment. This Note may not be assigned by the Maker or the Noteholder without the express written consent of the other party hereto.

8. Cross-Defaults. This Note is entered into by the Maker pursuant to the Asset Purchase Agreement (the "APA") of even date herewith by and between Some Guys & Truck, Inc., *party of the first part*, and Underwood, 2GT, Inc. t/a Two Guys and a Truck and Moving Names, LLC, *party of the second part*, and in connection with the Purchase Agreement (the "Purchase Agreement") of even date herewith by and between Brand Names, Inc., *party of the first part*, and Underwood, Moving Brands, LLC and Two Guys and a Truck, Inc. *party of the second part*. Underwood, 2GT, Inc. t/a Two Guys and a Truck, Moving Names, LLC, Moving Brands, LLC and Two Guys and a Truck, Inc. are hereinafter collectively referred to as the "Seller Parties". The APA and the Purchase Agreement collectively document the sale of various assets and businesses of the Seller Parties to the Maker. The obligation of the Maker to make payments to the Noteholder pursuant to this Note is subject to the following conditions:

a. In the event of a breach of the APA or the Purchase Agreement by any of the Seller Parties, which breach is not cured within thirty (30) days of Maker delivering notice of the breach to the Noteholder at the address specified above, the Maker's payment obligations pursuant to this Note shall be immediately suspended until such breach is cured.

b. In the event that any of the assets purchased pursuant to the APA, or any ownership interest purchased pursuant to the Purchase Agreement, is seized by any creditor of any of the Seller Parties, and such seizure impairs the operation of the businesses acquired by Maker in the APA and Purchase Agreement as determined by Maker, the Maker may suspend all

payments pursuant to this Note until the businesses are able to resume full operation as determined by the Maker.

c. The Maker shall be entitled to immediately deduct from the amount due under this Note any amounts paid by the Maker to satisfy or settle any debts, obligations or liabilities of the Seller Parties in excess of the One Million Dollars (\$1,000,000.00) that Some Guys & Truck, Inc. has agreed to pay to the various creditors of the Seller Parties pursuant to Paragraph 7 of the APA.

d. In the event that the Maker deducts any amount from this Note pursuant to Section 8(c), said deductions shall reduce the principal amount due under this Note.

9. Security Agreement. This Note is a security agreement and is secured by all of the assets of Some Guys & Truck, Inc. purchased pursuant to the APA, and all of the ownership interests of Moving Brands, LLC and Two Guys and a Truck, Inc. purchased pursuant to the Purchase Agreement (the "Secured Property"), which Secured Property includes but is not limited to all goods, chattels, machines, equipment, inventory, contract rights, receivables, accounts receivable, franchise royalties, registered and unregistered trademarks and service marks, general intangibles, furniture, fixtures, and other property. Maker agrees that Noteholder or its assigns may file a UCC Financing Statement to secure the obligations of this Note.

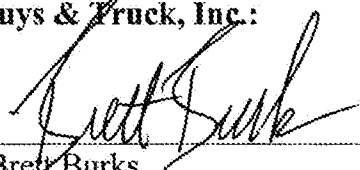
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IN WITNESS HERETO, the undersigned Maker executes this Note as of the date written above.

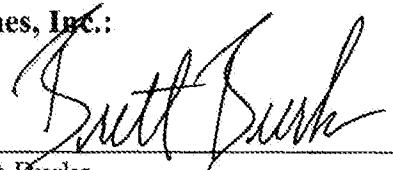
Some Guys & Truck, Inc.:

By:


Brett Burks,
President & Authorized Agent

Brand Names, Inc.:

By:


Brett Burks,
President & Authorized Agent

