## 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
FishHead Gear, LLC		103/21/2006 1	LIMITED LIABILITY COMPANY: VIRGINIA

#### RECEIVING PARTY DATA

Name:	FishHead Gear, LLC
Street Address:	11570 Stanton Circle
City:	Gulfport
State/Country:	MISSISSIPPI
Postal Code:	39503
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2945814	FISHHEAD GEAR

#### CORRESPONDENCE DATA

Fax Number: (866)927-9994 Phone: 228-223-8476

Email: jtm@evolvedangler.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: John T. Marquez, Jr.

Address Line 1: P.O. Box 6277

Address Line 4: Gulfport, MISSISSIPPI 39506

NAME OF SUBMITTER:	John T. Marquez, Jr.
Signature:	/s/ John T. Marquez, Jr
Date:	11/25/2011

#### Total Attachments: 3

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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of March 21, 2006 between the following two parties.

**The Assignor**: FishHead Gear, LLC, 8206 Chollman Court, Alexandria, VA 22308

**The Assignee**: FishHead Gear, LLC, 11570 Stanton Circle, Gulfport, MS 39507

WHEREAS, the Assignor, a limited liability company registered in Alexandria, Virginia, owns the trademarks "FishHead Gear with serial number 78216732 and registration number 2945814 (the "Trademark").

WHEREAS, the Assignee is a limited liability company registered under the laws of the State of Mississippi;

WHEREAS, the Assignor agrees to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

## 1. Transfer of Trademarks

The Assignor agrees to change the registered owner of the Trademarks into the Assignee and the Assignee agrees to accept the change of the registered owner of the Trademarks. For good and valuable consideration, acknowledged by both the Assignor and the Assignee the Trademarks transferred hereunder.

## 2. Registration Fees

The registration for the change of the registered owner of the Trademarks shall be undertaken by the Assignee and the Assignee shall bear the registration fees incurred hereby.

# 3. Representations and Warranties

- 3.1 The Assignor hereby represents and warrants as follows:
- 3.1.1 the Assignor is a limited liability company duly registered and validly existing under the laws of the State of Virginia.
- 3.1.2 the Assignor has the exclusive ownership of the Trademarks and no rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.

- 3.1.3 the Assignor, subject to its business scope and corporate power has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.
- 3.1.5 the Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment.
  - 3.2 The Assignee hereby represents and warrants as follows:
  - 3.2.1 The Assignee is a Mississippi limited liability company.
- 3.2.2 The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party and governmental necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.
- 3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

## 4. Effective Date and Term

This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

# 5. Settlement of Disputes

The parties shall strive to settle any dispute arising from the interpretation or performance through friendly consultation within 30 days after one party asks for consultation. In case no settlement can be reached through consultation, each party can submit such matter to China International Economic and Trade Arbitration Commission (the "CIETAC"). The arbitration shall follow the current rules of CIETAC, and the arbitration proceedings shall be conducted in Chinese and shall take place in Beijing. The arbitration award shall be final and binding upon the parties and shall be enforceable in accordance with its terms.

## 6. Applicable Law

The validity, interpretation and implementation of this Agreement shall be governed by the laws of the PRC.

## 7. Amendment and Supplement

Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

# 8. Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Trademark Assignment Agreement

By: /s/ John T. Marquez, Jr, Date: March 21, 2006

The Assignor: FishHead Gear, LLC

By: /s/ John T. Marquez, Jr. Date: March 21, 2006

The Assignee: FishHead Gear, LLC

**RECORDED: 11/25/2011**