

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Rich USA, LLC		07/29/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	LF Centennial Limited
Street Address:	P.O. Box 957 Offshore Incorporations Centre
Internal Address:	Road Town
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3101366	BUCKET JOCKEY
Registration Number:	3428813	
Registration Number:	3428814	BULLWERK
Registration Number:	3428815	BULLWERK
Registration Number:	2961096	HANGALLS
Registration Number:	2988093	HOLDALLS
Registration Number:	3184258	LADDER JOCKEY
Registration Number:	2973545	MOVEALLS
Registration Number:	3030397	PROTECTALLS
Registration Number:	3596014	RATCHETALL
Registration Number:	3738263	REDI 2 STOR
Registration Number:	3376917	SPUNTUFF

CORRESPONDENCE DATA

900208559

**TRADEMARK
 REEL: 004671 FRAME: 0700**

CH \$315.00 3101366

Fax Number: (212)632-5555
Phone: 212-632-5500
Email: ccantarella@salans.com, dbrown@salans.com,
bakers@salans.com

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

Correspondent Name: Claudia Cantarella
Address Line 1: Salans LLP
Address Line 2: 620 5th Ave
Address Line 4: New York, NEW YORK 10020-2402

ATTORNEY DOCKET NUMBER:	0208520.0052 (DEPOT)
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DOMESTIC REPRESENTATIVE

Name: Claudia Cantarella
Address Line 1: Salans LLP
Address Line 2: 620 5th Ave
Address Line 4: New York, NEW YORK 10020-2402

NAME OF SUBMITTER:	Claudia Cantarella
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Signature:	/claudia cantarella/
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Date:	12/02/2011
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Total Attachments: 7

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GLOBAL TRADEMARK ASSIGNMENT

THIS GLOBAL TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of July 29, 2011, by UNION RICH USA, LLC, a Florida limited liability company (the "Assignor"), in favor of LF CENTENNIAL LIMITED, a British Virgin Islands company ("Assignee"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, Assignor, Assignee, Terrence Kinskey, Matthew Williams and Christopher Ure entered into an Asset Purchase Agreement, executed July 28, 2011 (the "Purchase Agreement"), pursuant to which Assignee agrees to purchase certain assets from Assignors, including the Trademarks; and

WHEREAS, Assignee desires to acquire from Assignors, and Assignors desire to transfer, assign and convey to Assignee, all of Assignors' right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor did and hereby does assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignors to which any intent-to-use applications set forth on Schedule A pertain, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

5. Binding Effect: Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.

6. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

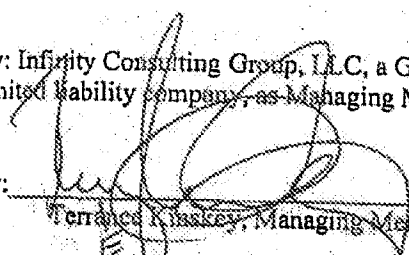
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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representatives as of the date first set forth above.

ASSIGNOR:

UNION RICH USA, LLC, a Florida limited liability company

By: Infinity Consulting Group, LLC, a Georgia limited liability company, as Managing Member

By: 
Terrance Kinsey, Managing Member

By: Matthew G. Williams, Inc., a Florida corporation, as Managing Member

By: 
Matthew G. Williams, President

By: Efficient Frontier Consultancy, Inc., a Florida corporation, as Managing Member

By: 
Christopher T. Ure, President

SCHEDULE A

TRADEMARKS

COUNTRY	APPLN NO. FILING DATE	MARK	CLASSES
United States	76/613393 09-27-2004 Registered 3,101,366 06-06-2006	BUCKET JOCKEY	International Class: 008 Tool organizers, namely tool holders
United States	78/979074 04-21-2005	Bull Head Design	International Class: 018 Tool bags sold empty
	Registered 3,428,813 05-13-2008		International Class: 020 Non-metal tool boxes
Canada	1,394,098 05-05-2008	BULLWERK	International Class: 018 Tool bags
European Community	6,900,328 05-09-2008	BULLWERK	International Class: 018 Soft sided tool bags
	Registered 6,900,328 12-17-2008		
China (Peoples Republic)	6,736,238 05-21-2008	BULLWERK	International Class: 018 Soft sided tool bags
	Registered 6,736,238 07-28-2010		
United States	78/979159 11-12-2004	BULLWERK	International Class: 018 Tool bags sold empty
	Registered 3,428,814 05-13-2008		International Class: 020 Non-metal tool boxes

COUNTRY	APPLN NO. FILING DATE	MARK	CLASSES
United States	78/979172 04-21-2005 Registered 3,428,815 05-13-2008	BULLWERK (and Design)	International Class: 018 Tool bags sold empty International Class: 020 Non-metal tool boxes
United States	78/277066 07-22-2003 Registered 2,961,096 06-07-2005	HANGALLS	International Class: 006 Carabiners for securing and transporting tools International Class: 022 all-purpose straps and straps for securing bundles
United States	78/277069 07-22-2003 Registered 2,988,093 08-23-2005	HOLDALLS	International Class: 009 Specialty holster for carrying mobile phones
China (Peoples Republic)	7224512 03-02-2009	HUSKY	International Class: 018 Tool bags, sold empty; tool bags made of heavy-duty, water resistant materials; canvas bags; tool bags made of non-woven fabrics; haversacks; tool bags of leather, empty
United States	76/613391 09-27-2004 Registered 3,184,258 12-12-2006	LADDER JOCKEY	International Class: 008 Tool organizers, namely tool holders
United States	78/277067 07-22-2003 Registered 2,973,545 07-19-2005	MOVEALLS	International Class: 020 Non-metal coasters to support and facilitate the movement of furniture

COUNTRY	APPLN NO. FILING DATE	MARK	CLASSES
United States	78/374645 02-26-2004 Registered 3,030,397 12-13-2005	PROTECTALLS	International Class: 024 fabric covers for coasters designed to support and facilitate the movement of furniture
United States	77/343958 12-04-2007 Registered 3,596,014 03-24-2009	RATCHETALL	International Class: 008 Hand tools, namely, wrenches
Canada	1394099 05-05-2008	RATCHETALL	International Class: 08 Hand tools
European Community	6,900,443 Filed 05-09-2008 Registered 6,900,443 12-17-2008	RATCHETALL	International Class: 08 Hand tools, namely wrenches.
China (Peoples Republic)	6760127 Filed 06-02-2008 Registered 06-14-2010	RATCHETALL	International Class: 008 Hand tools, namely, wrenches.
United States	77/343958 12-04-2007 Registered 3,596,014 03-24-2009	RATCHETALL	International Class: 008 Hand tools, namely, wrenches

COUNTRY	APPLN NO. FILING DATE	MARK	CLASSES
United States	78/874649 05-02-2006 Registered 3,738,263 01-12-2010	RED2STOR	International Class: 021 Containers for household use, namely, fabric bins, fabric boxes, fabric-covered bins, and fabric-covered boxes; general-purpose household containers; home use soft-sided storage containers; soft-sided storage containers for domestic use, namely, fabric-covered frames defining containers; containers for household and kitchen use
United States	77/016665 10-09-2006 Registered 3,376,917 02-05-2008	SPUNTUFF	International Class: 018 Fabric component of bags, namely, all-purpose carrying bags, tool bags sold empty, carry alls, holdalls, tool pouches sold empty, straps for bags and holdalls, sports bags, all-purpose bags, roll bags, satchels, knapsacks, backpacks, duffel bags, sports packs, totebags, and travel bags
WORLDWIDE	N/A	OUTSIDE THE BOX	As applicable
WORLDWIDE	N/A	OUTSIDE THE BOX INNOVATIONS	As applicable
WORLDWIDE	N/A	UNION RICH	As applicable
WORLDWIDE	N/A	UNION RICH USA	As applicable