

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brookwood Companies Incorporated		10/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gazoline, Inc.		
<b>Street Address:</b>	19707 Turnberry Way		
<b>Internal Address:</b>	4L		
<b>City:</b>	Aventura		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33180		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2212123	UZZI AMPHIBIOUS GEAR, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)768-0158		
<b>Phone:</b>	954-768-9002		
<b>Email:</b>	ekotler@complexip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Robert C. Kain, Jr.		
<b>Address Line 1:</b>	900 Southeast Third Avenue		
<b>Address Line 2:</b>	Suite 205		
<b>Address Line 4:</b>	Ft. Lauderdale, FLORIDA 33316		
<b>ATTORNEY DOCKET NUMBER:</b>	6937-44		
<b>NAME OF SUBMITTER:</b>	Robert C. Kain, Jr.		

OP \$40.00 2212123

Signature:	/rck/
Date:	12/23/2011
Total Attachments: 2 source=Uzi-assignment-20111028#page1.tif source=Uzi-assignment-20111028#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment") is made on this 28 day of October, 2011, between Brookwood Companies Incorporated, a Delaware corporation ("Assignor") and Gazoline, Inc., a Florida corporation ("Assignee").

WHEREAS Xtramile, Inc., ("Xtramile") a dissolved Delaware corporation is the owner of record of U.S. Trademark Reg. No. 2212123 for the mark UZZI and Design (the "Registered Mark"), and Xtramile was a subsidiary of Brookwood Companies Incorporated (the aforementioned "Assignor") and upon dissolution of Xtramile all of its assets were distributed to Assignor as the sole shareholder, and such assignment by operation of law included the Registered Mark and all common law rights and all good will associated with the Registered Mark (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 28, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the Trademarks, and all right, title and interest therein and related thereto; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment, for the purpose of assigning the Trademarks from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all right, title, and interest in and to the Trademarks throughout the world, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

2. Further Assurances. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks in the United States, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

3. Representations and Covenants. Assignor hereby represents that (a) Assignor owns the Trademarks free and clear of liens and encumbrances and except the Trademark Licensing Agreement (as defined in the Purchase Agreement and terminated pursuant to the terms thereof), Assignor has not executed any agreement or assignment in conflict herewith; (b) Assignor has the full right to convey the entire interest in the Trademarks herein assigned and affirms and warrants that Xtramile was a wholly owned subsidiary of Assignor and

IN WITNESS WHEREOF, the undersigned have executed this Trademark  
Assignment on the date first written above.

GAZOLINE, INC..

By: Alan Boatsman  
Name: Alan Boatsman  
Title: owner

BROOKWOOD COMPANIES INCORPORATED

By: William E. K. To  
Name: William E. K. To  
Title: CEO