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
Amalie Oil Company		01/31/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Amalie AOC, Ltd.
Street Address:	1601 McCloskey Boulevard
City:	Татра
State/Country:	FLORIDA
Postal Code:	33605
Entity Type:	LIMITED PARTNERSHIP: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85398029	CERTECH ULTRA
Registration Number:	2039573	GREASED LIGHTNING GL3000
Registration Number:	2979509	LIQUID ICE
Registration Number:	1756367	MARINE FORMULA GL9000
Registration Number:	2979507	POWER SURGE
Registration Number:	3069050	RAMPAGE
Registration Number:	2979508	REV GUARD

CORRESPONDENCE DATA

Fax Number: (813)229-4133 Phone: 813-223-7000

Email: trademarks@carltonfields.com

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

via US Mail.

Correspondent Name: Stephen J. Leahu
Address Line 1: P.O. Box 3239
Address Line 2: Attn: IP Dept.

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Address Line 4: Tampa, FLOR	IDA 33601-3239
ATTORNEY DOCKET NUMBER:	AMALIE
NAME OF SUBMITTER:	Stephen J. Leahu
Signature:	/Stephen J. Leahu/
Date:	02/09/2012
Total Attachments: 4 source=AMALIE NO 3#page1.tif source=AMALIE NO 3#page2.tif source=AMALIE NO 3#page3.tif source=AMALIE NO 3#page4.tif	

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), by and between AMALIE OIL COMPANY, a Florida Corporation having offices at 1601 McCloskey Boulevard, Hookers Point, Tampa, Florida 33605 ("Assignor"), and AMALIE AOC, LTD, a Florida Limited Partnership having offices at 1601 McCloskey Boulevard, Hookers Point, Tampa, Florida 33605 (the "Assignee") shall be effective as of January 31, 2012 (the "Effective Date").

WITNESSETH:

WHEREAS, Assignor, in connection with a certain Asset Purchase Agreement ("APA") between the Assignor and Global GL, LC, of even date herewith, has acquired certain rights in the trademarks, trade names, and service marks identified on Exhibit 1 attached hereto (the "Marks"), and certain registrations and applications also identified on Exhibit 1 attached hereto (the "Registrations and Applications");

WHEREAS, Assignor desires to sell and assign the Marks and associated rights to Assignee; and

WHEREAS, the parties desire to record, memorialize, codify, and affirm that the Marks, goodwill, Registrations and Applications, and associated rights are transferred from Assignor to Assignee;

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, receipt, adequacy, and legal sufficiency of which are hereby acknowledged by the Assignor, and all parties intending to be legally bound hereby, Assignor and Assignee agree as follows:

SECTION 1. ASSIGNMENT

- 1.1 Assignor herby contributes, grants, sells, conveys, transfers, assigns, releases, and delivers to Assignee, its successors, assigns, and legal representatives, any and all right, title, and interest Assignor has in or to the Marks, including without limitation all common law rights, rights acquired through license or assignment, state law rights, rights in foreign nations, all registrations and applications for registration thereof (including without limitation the Registrations and Applications), in all states, nations, communities, and regions worldwide, and all goodwill associated therewith, together with all liabilities, duties and obligations relating to the Marks and the Registrations and Applications, all rights to file applications directed to and obtain and maintain registrations for the Marks worldwide, and all rights to bring actions and recover damages for any and all past, present and future infringements of the Marks in any and all jurisdictions throughout the world, including all rights as opponents in any opposition.
- 1.2 Assignor agrees to cooperate with Assignee upon Assignee's request, and for no additional consideration, to perfect, record, and otherwise document Assignee's rights to the Marks and associated rights and goodwill, and all registrations and applications for registrations thereof throughout the world (including without limitation the Registrations and Applications) including, without limitation, executing such separate assignments, certifications, and other

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documents as Assignee may reasonably deem necessary or desirable in maintaining such rights, filing, prosecuting or maintaining any registrations or applications, and recording and otherwise perfecting and enforcing Assignee's rights and title hereunder. To the extent any separate assignments are executed and/or recorded in connection with any registration or application, such separate assignment shall be deemed to be a memorialization of the transfer of rights, title, and interests described herein and, to the extent any such separate assignment or other document is inconsistent with this Assignment, the separate assignment or other document and this Assignment shall be interpreted together such that the maximum possible rights, title and interest are assigned and transferred to Assignee.

- 1.3 Assignor hereby authorizes Assignee, its successors and assigns, to take any appropriate action in connection with the Marks, the Registrations and Applications, and all other applications, registrations, goodwill, and rights assigned hereunder, in the name of the Assignor, but at Assignee's own expense.
- 1.4 Any nation or state, or agency or representative thereof, or individual, partnership, corporation, or other entity, may rely without further inquiry upon the powers and rights granted to Assignee herein and upon any notarization, certification, verification, affidavit, or jurat by any notary public of any state relating to the authorization, execution, and delivery of this Assignment of the authenticity of any copy, conformed or otherwise, hereof.

SECTION 2. MISCELLANEOUS

- 2.1 The terms and provisions of this Assignment shall be binding upon and shall extend to, and inure to the benefit of the parties and their successors and assigns.
- 2.2 In the event that any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any respect, such term or provision shall be deemed amended to the extent necessary to render it valid, legal and enforceable, and the parties agree to be bound by the same as thus amended, and the remaining terms and provisions of this Assignment shall not in any way be affected or impaired thereby.
- 2.3 This Assignment shall be construed under the laws of the State of Florida, without reference to principles of conflicts of laws.
- 2.4 This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the parties have entered into this Assignment intending to be legally bound as of the Effective Date first written above.

AMALIE OIL COMPANY

"Assignor"

Name: Harry Barkett

Title: President

AMALIE AOC, LTD.

"Assignee"

By: Packers Acquisition Corp.,

a Florida corporațion, as General Partner

Name: Harry Barkett

Title: President

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Allen, Dyer, Doppelt, Milbrath & Gilchrist Run: 1/4/2012 3:16:31 PM

Global GL, LC Active Trademarks by Mark

				Quarter End	Quarter Ended 12/31/2011		
Mark	Country	Class	Reg. (Appl.) No.	Reg. (Appl.) Date	Last Action	Next Action	Owner
* CERTECH ULTRA	U.S.	F	(85/398029)	(8/15/2011)	Office Action issued 12/8/2011	Response to Office Action due 6/8/2012	Global GL, LC
GREASED LIGHTNING GL3000	S.U	4	2,039,573	2/25/1997	Renewal filed 2/25/2007	Renewal due 2/25/2017	Ramco-USA, Inc.
LIQUID ICE	u.s.	4	2,979,509	7/26/2005	Affidavit of use accepted 8/31/2011	Renewal due 7/26/2015	Global GL, LC
MARINE FORMULA GL9000	U.S.	4	1,756,367	3/9/1993	Renewal filed 3/9/2003	Renewal due 3/9/2013	Ramco-USA, Inc.
POWER SURGE	U.S.	4	2,979,507	7/26/2005	Affidavit of use accepted 8/31/2011	Renewal due 7/26/2015	Global GL, LC
RAMPAGE	ü.s.	4	3,069,050	3/14/2006	Assignment date recorded (from Wrechead Brands, Inc. to Global GL, LC) 7/20/2011	Affidavit of use due 3/14/2012	Global GL, LC
REV GUARD	U.S.	4	2,979,508	7/26/2005	Affidavit of use accepted 8/31/2011	Renewal due 7/26/2015	Global GL, LC

* Activity last quarter.

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RECORDED: 02/09/2012