

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
Blitz U.S.A., Inc.		09/30/2011	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA	
Name:	F3 Brands LLC
Street Address:	2402 Industrial Parkway
City:	Miami
State/Country:	OKLAHOMA
Postal Code:	74354
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	3272716	TRAILER SAFE
Registration Number:	3451480	DISPOS-OIL
Registration Number:	3489231	MESS BUSTER
Registration Number:	3496380	"DON'T SPOIL YOUR SOIL...RECYCLE YOUR OIL"
Registration Number:	3450079	HAND-E GRIP
Registration Number:	3613368	OIL CHANGE DISPOS-KIT
Registration Number:	2295859	2 X 4 BASICS
Registration Number:	2730874	ANYSIZE CHAIR
Registration Number:	2332147	SHELFLINKS
Registration Number:	1900647	DEKMATE
Registration Number:	2581711	JUST ADD 2X4'S
Serial Number:	85164556	
Registration Number:	1701818	RHINORAMPS STRONGER THAN STEEL
Registration Number:	2134179	RHINORAMPS

CH \$440.00 3272716

Registration Number:	3743562	CORETRAC
Serial Number:	85366896	RHINOGEAR
Serial Number:	85366914	

CORRESPONDENCE DATA

Fax Number: (913)647-9057

Phone: 913-647-9050

Email: cdw@hoveywilliams.com

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

Correspondent Name: Andrew G. Colombo/Hovey Williams LLP

Address Line 1: 10801 Mastin Blvd.

Address Line 2: Suite 1000

Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	AGC/F3/5736.000
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NAME OF SUBMITTER:	Andrew G. Colombo
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Signature:	/Andrew G. Colombo/
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Date:	03/02/2012
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Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of October 1, 2011 by **Blitz U.S.A., Inc.**, an Oklahoma corporation ("*Assignor*") in favor of **F3 Brands LLC**, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto (the "*Marks*");

WHEREAS, Assignor and Assignee are parties to the Contribution Agreement, dated October 1, 2011 (the "*Contribution Agreement*") pursuant to which Assignor has contributed, and Assignee has accepted, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to contribute to Assignee, and Assignee wishes to accept from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably contributes, transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall execute and deliver Assignee, its successors and assigns, and their legal representatives any and all documents as Assignee or any such other person or entity may reasonably request to effectuate the purposes of this Assignment, including in connection with perfection of the title to the Marks, and Assignor shall communicate with Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as it may be known.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

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[SIGNATURE PAGE FOLLOWS]

Schedule A
to Trademark Assignment

TRADEMARK REGISTRATIONS AND APPLICATIONS



(A) United States

MARK	SERIAL NO. / REG. NO.
TRAILER-SAFE (Stylized)	Ser 76/578,368 Fld 03-01-2004 Reg 3,272,716 Iss 07-31-2007
DISPOS-OIL	Ser 78/974,236 Fld 9-14-2006 Reg 3,451,480 Iss 06-17-2008
MESS BUSTER	Ser 77/010,658 Fld 09-29-2006 Reg 3,489,231 Iss 08-19-2008
"DON'T SPOIL YOUR SOIL...RECYCLE YOUR OIL"	Ser 77/010,688 Fld 09-29-2006 Reg 3,496,380 Iss 09-02-2008
HAND-E GRIP	Ser 77/019,938 Fld 10-12-2006 Reg 3,450,079 Iss 06/17/2008
OIL CHANGE DISPOS-KIT	Ser 77/360,351 Fld 12-27-2007 Reg 3,613,368 Iss 04-28-2009
2X4 BASICS	Ser 75/561,918 Fld 09-22-1998 Reg 2,295,859 Iss 11-30-1999
ANYSIZE CHAIR	Ser 76/194,998 Fld 01-16-2001 Reg 2,730,874 Iss 06-24-2003
SHELFLINKS	Ser 75/658,885 Fld 03-12-1999 Reg 2,332,147 Iss 03-21-2000
DEKMATE	Ser 74/331,403 Fld 11-16-1992 Reg 1,900,647 Iss 06-20-1995

MARK	SERIAL NO. / REG. NO.
JUST ADD 2X4'S	Ser 76/235,407 Fld 04-04-2001 Reg 2,581,711 Iss 06-18-2002
RHINO LOGO 	Ser 85/164,556 Fld: 10-29-2010 Reg Iss
RHINORAMPS STRONGER THAN STEEL STYLIZED 	Ser 74/164,827 Fld: 05-08-1991 Reg 1,701,818 Iss 07-21-1992
RHINORAMPS	Ser 75/220,762 Fld: 01-02-1997 Reg 2,134,179 Iss 02-03-1998
CORETRAC	Ser 76/698,152 Fld: 06-29-2009 Reg 3,743,562 Iss 02-02-2010
RHINO	Ser 85/366,896 Fld: 07/08/2011 Reg Iss
RHINO LOGO 	Ser 85/366,914 Fld: 07/08/2011 Reg Iss

(B) Non-United States

COUNTRY	MARK	SERIAL NO. FILING DATE REG. NO ISSUE DATE
38701-CA	OIL CHANGE DISPOS-KIT	Ser 1,401,367 Fld 06-27-2008 Reg Iss

COUNTRY	MARK	SERIAL NO. FILING DATE REG. NO ISSUE DATE
41130-CA	DEKMATE	Ser 0711995 Fld 08-31-1992 Reg TMA430414 Iss 07-15-1994
41132-CA	DESIGN 	Ser 1171346 Fld 03-18-2003 Reg TMA643520 Iss 07-05-2005
42629-CA	RHINORAMPS	Ser 0832802 Fld 01-03-1997 Reg TMA517029 Iss 09-24-1999
42629-MX R646-721-001	RHINORAMPS	Ser 547768 Fld 547768 Reg 04-11-2007 Iss
42433-CA	RHINO LOGO 	Ser 1,520,095 Fld 03-21-2011 Reg Iss