

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
	Mr. Robert L Folkerth		07/12/2009	INDIVIDUAL: UNITED STATES
	Shopsmith, Inc		03/31/2009	CORPORATION: OHIO
	Shopsmith, Inc.		07/10/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA				
Name:	RLF Brands, LLC			
Doing Business As:	Shopsmith			
Street Address:	6530 Poe Avenue			
City:	Dayton			
State/Country:	OHIO			
Postal Code:	45414			
Entity Type:	LIMITED LIABILITY COMPANY: OHIO			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Serial Number:	75346389	SHOPMATE	
	Serial Number:	74173648	WOODWORKING UNLIMITED	
	Serial Number:	73470123	SHOPSMITH	
	Serial Number:	73470112	SHOPSMITH	
	Serial Number:	72110722	SAW SMITH	
	Serial Number:	71544358	SHOP SMITH	
CORRESPONDENCE DATA				
Fax Number:	9378902678			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	937-410-0020			
Email:	robert.folkerth@shopsmith.com			

OP \$165.00 75346389

Correspondent Name: RLF Brands, LLC
Address Line 1: 6530 Poe Avenue
Address Line 4: Dayton, OHIO 45414

NAME OF SUBMITTER: Robert L. Folkerth

Signature: /Robert L. Folkerth/

Date: 05/09/2012

Total Attachments: 9

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MERGER AGREEMENT

THIS MERGER AGREEMENT is made and entered into as of the 31st day of March, 2009, by and between Shopsmith Inc., an Ohio corporation ("Shopsmith") and Shopsmith Inc., a Nevada corporation (the "Surviving Corporation"). Shopsmith Inc. and the Surviving Corporation are hereinafter sometimes referred to collectively as the "Constituent Corporations".

WHEREAS, Shopsmith Inc. is a publicly held company whose principal office is in Dayton, Ohio. The Surviving Corporation is a recently formed and privately held Nevada corporation, with its principal executive office located at 4001 So. Decatur Blvd, Suite 37-315, Las Vegas, NV 89103.

WHEREAS, the Boards of Directors of Shopsmith Inc. and the Surviving Corporation have determined that it is advisable that Shopsmith Inc. merge with and into the Surviving Corporation, and that the shareholders of Shopsmith Inc. exchange their shares of the capital stock of Shopsmith Inc. for shares of the common stock of the Surviving Corporation. The transaction contemplated hereby is hereinafter referred to as the "Merger".

WHEREAS, the principal purpose of the Merger is to effectuate a change in corporate domicile from Ohio to Nevada, and the Constituent Corporations desire to enter into and adopt this Merger Agreement for the purpose of setting forth certain terms and provisions that will govern the Merger and to consummate the Merger as a "change in domicile merger" in accordance with the provisions of Section 368 (a) (2) (F) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, in consideration of the mutual agreement hereinafter set forth, in accordance with the provisions of the Ohio General Corporation Law and the Nevada Revised Statutes and for the purpose of setting forth the terms and conditions of the Merger, the mode of completing the Merger, and the manner of converting the shares of the capital stock of Shopsmith Inc. into shares of the common stock of the Surviving Corporation, the parties agree as follows:

1. The Reorganization

1.1 The Effective Time. The Merger shall be accomplished by filing appropriate Articles of Merger with the Secretary of State of the State of Nevada and the Secretary of State of the State of Ohio in the form provided for by the business corporation laws of such states as soon as practicable after execution of this Merger Agreement. The term "Effective Time" shall mean the time at which all necessary Certificates of Merger have been file stamped by the Secretary of State of the State of Nevada.

1.2 Manner of Merger. At the Effective Time, Shopsmith Inc. shall be merged into the Surviving Corporation, which shall be the corporation that survives the Merger. The corporate existence of the Surviving Corporation with all of its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and, as the

corporation surviving the Merger, the Surviving Corporation shall be governed by the laws of the State of Nevada and shall succeed to all rights, assets, liabilities and obligations of Shopsmith Inc. , as provided in the business corporation laws of the State of Ohio. The separate existences and corporate organizations of the Surviving Corporation and Shopsmith Inc. shall cease at the Effective Time, and thereafter the Surviving Corporation shall continue as the surviving corporation under the laws of the State of Nevada under the name of Shopsmith Inc. , a Nevada corporation. All the property, real, personal, and mixed, and all debts of other obligations due to Shopsmith Inc. , shall be transferred to and shall be vested in the Surviving Corporation, without further act or deed, as provided in the business corporation laws of the States of Nevada and Ohio.

1.3 Articles of Incorporation and Bylaws of the Surviving Corporation

- (a) The Articles of Incorporation of the Surviving Corporation shall remain in effect following the Effective Time.
- (b) The Bylaws of the Surviving Corporation in effect as the Effective Time shall be the Bylaws of the corporation surviving this merger, except as they may thereafter be altered, amended or repealed in accordance with law, or in accordance with the Articles of Incorporation of the Surviving Corporation or its Bylaws.
- (c) The directors and officers of the Surviving Corporation as of the Effective Time shall be the directors and officers of the corporation surviving this Merger, until their successors shall have been elected and qualified, or as otherwise provided by the general corporation laws of the State of Nevada and in the Bylaws of the Surviving Corporation. If at the Effective Time a vacancy exists on the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy shall thereafter be filled in the manner provided in the Bylaws of the Surviving Corporation.

1.4 Status and Conversion of Shares. The manner of converting the shares of capital stock of Shopsmith Inc. outstanding immediately prior to the Merger into shares of common stock of the Surviving Corporation, except as to outstanding shares of capital stock of Shopsmith Inc. held by shareholders, if any, who dissent from the Merger and seek appraisal under the applicable provisions of the Ohio Corporations Code, shall be as follows:

- (a) At the Effective Time every One (1) share of the issued and outstanding common stock of Shopsmith Inc. shall, by virtue of the Merger and without any action on the part of the holder thereof, become and be converted into one (1) share of the \$.001 par value common stock of the Surviving Corporation. One whole share in the Surviving Corporation shall be issued to any shareholder of Shopsmith Inc. with respect to the fractional share in the Surviving Corporation resulting from such division.

- (b) Any shares of the capital stock of Shopsmith Inc. that may be held in treasury as of the Effective Time shall be cancelled as of the Effective Time, and shall not thereafter be issued or outstanding.
- (c) After the Effective Time, each holder of a certificate or certificates theretofore representing outstanding shares of the capital stock of Shopsmith Inc. may surrender such certificate or certificates to such agent or agents as shall be appointed by the Surviving Corporation (the "Exchange Agent"), and shall be entitled to receive in exchange therefore a certificate or certificates representing the number of whole shares of common stock of the Surviving Corporation into which the shares of capital stock of Shopsmith Inc. theretofore represented by the certificates so surrendered have been converted.
- (d) If any certificate evidencing shares of the capital stock of Shopsmith Inc. is to be issued in a name other than the name in which the certificate surrendered is registered, the certificate so surrendered shall be properly endorsed and shall otherwise be in proper form for transfer. The person requesting the transfer shall pay to the Exchange Agent any transfer or other fees or taxes required by reason of the issuance of a certificate in name other than that of the registered holder of the certificate surrendered.
- (e) The Surviving Corporation may, without notice to any person, terminate all exchange agencies at any time after One Hundred Twenty (120) days following the Effective Time. After such termination, all exchanges, payments and notices provided for in this Agreement to be made to or by the Exchange Agent shall be made to or by the Surviving Corporation or its agent.
- (f) On March 28, 2009, an affirmative vote of a majority of all issued and outstanding shares of Shopsmith Inc. common stock approved the Merger, and no such shareholder elected dissenter's rights.
- (g) The sole shareholder of the One (1) share of common stock of the Surviving Corporation owned by Charles E. Nootens shall be canceled as of the Effective Time and shall not thereafter be issued or outstanding.

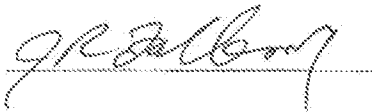
1.5 Options, Warrants and Conversion Rights. Options warrants and conversion rights to acquire capital stock of Shopsmith Inc. (including any options, warrants and conversion rights that may be held in trust pursuant to employee benefit plans) shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become options, warrants and conversion rights to acquire the number of shares of common stock of the Surviving Corporation into which the shares of capital stock of Shopsmith Inc. covered by the option, warrant or conversion right would have been converted if such shares had been held by the holder of the option, rights or warrant at the Effective Time at an appropriately adjusted option, purchase or conversion price.

2.0 Miscellaneous

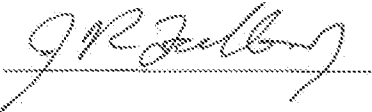
- 2.1 Amendments. This Merger Agreement may be amended with the approval of the Boards of Directors of the Constituent Corporations at any time before or after the approval hereof by their respective shareholders, but after any such approval no amendment shall be made that substantially and adversely changes the terms hereof as to any party without the approval of the shareholders of such party.
- 2.2 Extension; Waiver. At any time before the Effective Time, the Board of Directors of either of the Constituent Corporations may (a) extend the time for the performance of any of the obligations or other acts of another party hereto, or (b) waive compliance by another party with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing duly executed and delivered on behalf of such party.

IN WITNESS WHEREOF, the Constituent Corporations have executed this Merger Agreement as of the day and year first above written.

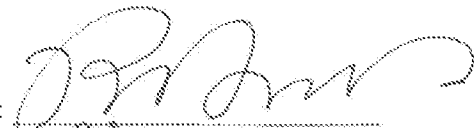
ATTEST:



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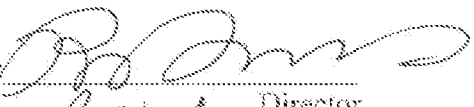


"Surviving Corporation"
Shopsmith Inc.
a Nevada corporation

By: 

President, Director

"Shopsmith"
Shopsmith Inc., an Ohio corporation

By: 

President, Director

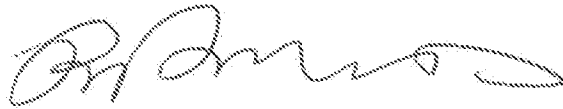
SHOPSMITH, INC. AND SUBSIDIARIES

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

I, ROBERT L. FOLKERTH, Chairman of the Board of Directors of Shopsmith, Inc., a Nevada Corporation, (the "Company") and its subsidiaries, hereby certify that the following is a true copy of a resolution duly adopted by the board of directors during a telephonic conference call on July 10, 2009. All board members participated in the call and were acting throughout.

RESOLVED, that all assets of the Company be turned over to Robert L. Folkerth, secured creditor, in accordance with the terms of the Promissory Note and Security Agreement dated September 12, 2007.

I have hereunder set my hand and affixed the seal of the Company on the 20th day of July, 2009.



Robert L. Folkerth, Chairman

Assignment/Transfer of Trademarks and Related Intangible Assets

On this date, June 1, 2010, for value received, the receipt and sufficiency of which is hereby acknowledged, without recourse, representation, or warranty of any kind, expressed or implied, the undersigned's ownership of all Trademarks and related intangible assets, a copy of which are attached hereto, but in no way limits the intentions of all Trademarks and related intangible assets being assigned/transferred, is hereby assigned, transferred, and set over unto RLF Brands, LLC, and Ohio limited liability company, 6530 Poe Avenue, Dayton, Ohio 45414



Robert L. Folkerth

ATTESTATION

On June 21, 2010, I, Robert L. Folkerth, managing member of RLF Brands, LLC, an Ohio Limited Liability Company, located at 6530 Poe Avenue, Dayton, Ohio 45414, do hereby attest that RLF Brands, LLC is the true and rightful owner of the Trademark Registrations attached hereto and as such incorporated herewith.

The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting there from, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.



Robert L. Folkerth
Managing Member
RLF Brands