

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
	TFW, LLC		04/26/2012
			LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Blue-Grace I.P. LLC		
Street Address:	2846 S. Falkenburg Rd.		
City:	Riverview		
State/Country:	FLORIDA		
Postal Code:	33578		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85271247	FIGHTER WAREHOUSE
CORRESPONDENCE DATA			
Fax Number:	3144694850		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(314) 469-2610		
Email:	tmattorneypto@aol.com		
Correspondent Name:	Annette P. Heller		
Address Line 1:	400 Chesterfield Center, Suite 400		
Address Line 4:	Chesterfield, MISSOURI 63017		
ATTORNEY DOCKET NUMBER:	B275 012TM		
NAME OF SUBMITTER:	Annette P. Heller		
Signature:	/aph72met/		

OP \$40.00 85271247

Date:

05/11/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into effective the 26th day of April, 2012 by and between **TFW LLC**, a Florida limited liability company, **Isham A. Harris**, an individual resident of the state of Florida and **Nicole E. Harris**, an individual resident of the state of Florida (collectively "Assignor") with its principle place of business at 4644 W. Gandy Blvd., Ste. #4-111, Tampa, FL 33611, and **BLUE-GRACE I.P. LLC**, a Florida limited liability company ("Assignee") with its principle place of business at 2846 S. Falkenburg Rd., Riverview, FL 33578.

WHEREAS, Assignor is the owner of the trademarks identified in Schedule A to this Assignment (collectively "Trademarks"), including all common law rights related thereto, and made a part hereof;

WHEREAS, Assignee is an affiliated company under common ownership with Assignor that will license the Trademarks to another affiliated franchise company and various third parties; and

WHEREAS, Assignor and Assignee desire that Assignor convey all of its right, title and interest in and to the Trademarks to Assignee to effectuate the purposes stated herein.

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee to Assignor of the amount of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor sells, grants, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Trademarks set forth in Schedule A hereto and all common law rights related thereto, (ii) the registrations and applications for registrations thereof, and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

2. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed in duplicate.

TFW LLC

By: Isham Harris

Its: Managing Member

Isham A. Harris

ISHAM A. HARRIS

Nicole Harris
NICOLE E. HARRIS

AGREED TO AND ACCEPTED:

BLUE-GRACE I.P. LLC

By: [Signature]

ROBERT HARRIS, CEO & President

Final Document:
Approved by Blue-Grace
Business/Finance/Legal
[Signature] / [Signature]

SCHEDULE A: TRADEMARKS

PRINCIPAL TRADEMARK	REGISTRATION/ SERIAL NUMBER	REGISTRATION/FILE DATE
FIGHTER WAREHOUSE word mark	Serial # 85271247	March 18, 2011