

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
Ultimate Survival Technologies, LLC		01/14/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Revere Supply Co., Inc.		
Street Address:	7720 Philips Highway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2006171	STAR FLASH	
CORRESPONDENCE DATA			
Fax Number:	9043987003		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9043987000		
Email:	cbroughan@addmg.com		
Correspondent Name:	Crystal Broughan		
Address Line 1:	1301 Riverplace Blvd.		
Address Line 2:	Suite 1916		
Address Line 4:	Jacksonville, FLORIDA 32207		
ATTORNEY DOCKET NUMBER:	0113830		
NAME OF SUBMITTER:	Crystal Broughan		
Signature:	/Crystal Broughan/		

OP \$40.00 2006171

Date:

09/19/2012

Total Attachments: 2

source=Assign. from Ultimate ST to Revere 2011#page1.tif

source=Assign. from Ultimate ST to Revere 2011#page2.tif

ASSIGNMENT OF INTANGIBLE PROPERTY

1. Assignment of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 7(b) of that certain Asset Purchase Agreement dated as of January 14, 2011 (the "Purchase Agreement"), to which **ULTIMATE SURVIVAL TECHNOLOGIES, LLC**, a Washington Limited Liability Company ("Seller"), and **REVERE SUPPLY CO., INC.**, a Florida corporation ("Buyer"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of 12:01 A.M. EDT on January 14, 2011 (the "Effective Time"), all of Seller's right, title and interest in and to all of the assets described on **Exhibit B, Exhibit C, Exhibit D, and Exhibit E**; and all other intangible assets of Seller relating to the Business described in Section 3(a) of the Purchase Agreement (collectively, the "Purchased Assets").

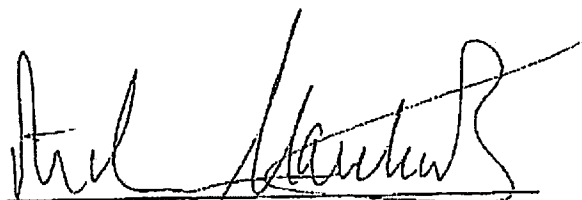
2. Further Actions. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Purchased Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed this Assignment of Intangible Property as of January 14, 2011.

Signed, sealed and delivered
in the presence of:

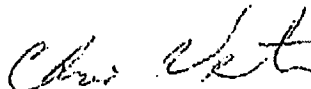


As to Chris Venti

SELLER:

ULTIMATE SURVIVAL TECHNOLOGIES, LLC

By: **Insight Group, LLC**



Chris Venti, as its Manager

TRADEMARK

REEL: 004863 FRAME: 0986

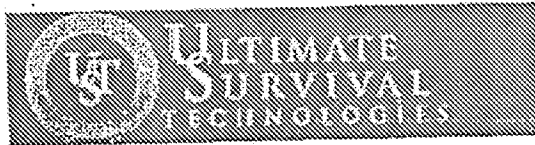
EXHIBIT D

INTELLECTUAL PROPERTY ASSETS

The following websites and domain names: www.ultimatesurvival.com

The brand name "Ultimate Survival Technologies."

The logo:




The following patents and trademarks:

Patent Number	Patent S/N	Patent Name	Date Filed Date Issued	Expiration Date
D613,118	D/314,673	One-handed fire starter (Design) (Sparkie)	4/17/09 4/6/10	4/6/24
5,919,037	895,916	Fire starting tool (BlastMatch)	7/17/97 7/6/99	7/17/17
5,279,628	881,844	Fire starting survival tool and method of using same (StrikeForce)	5/12/92 1/18/94	Expired

Published but not yet released

Pub. No.	Patent S/N	Patent Name	Filed
20100136495	583463	One-Handed Fire Starter (Utility) (Sparkie)	8/21/09

Common Law Trademarks - Commercial

- | | |
|------------------------------------|---|
| 1. Ultimate Survival™ | 8. BASE Kit™ |
| 2. Ultimate Survival Technologies™ | 9. SaberCut™ Saw |
| 3. StrikeForce™ Firestarter | 10. Deluxe Kit™ |
| 4. BlastMatch™ Firestarter | 11. Aqua Kit™ |
| 5. JetScream™ Whistle | 12. NRAsafe.com™ |
| 6. Sparkie™ Firestarter | 13. StarFlash® Ultra™ Signal Mirror |
| 7. WetFire™ Tinder | 14. StarFlash® design  |

Registered Trademarks - Commercial

- StarFlash® (Signal Mirror)

All know-how, trade secrets, confidential or proprietary information, customer lists, supplier lists, software, technical information, data, process technology, plans, drawings, design specifications, and blue prints relevant to either the products described under the above Registered Trademarks or the Business in general.