

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
GRLC, LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Revstone Towing, LLC		
Street Address:	31291 Comcast Drive		
City:	New Haven		
State/Country:	MICHIGAN		
Postal Code:	48048		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3118326	POWER PULL XTREME	
CORRESPONDENCE DATA			
Fax Number:	7134562836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7135713400		
Email:	trademark@novakdruce.com		
Correspondent Name:	Jeffrey Morgan		
Address Line 1:	1000 Louisiana Street, 53rd Floor		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	18181.0025.TMUS00		
NAME OF SUBMITTER:	Jeffrey Morgan		
Signature:	/jeffrey morgan/		

Date:

01/18/2013

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

GRLC, LLC

-AND-

REVSTONE TOWING, LLC

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made on April __, 2010 (the "Effective Date") between GRLC, LLC, a Delaware limited liability company (the "Seller"), and Revstone Towing, LLC, a Delaware limited liability company ("Purchaser") and together with the Sellers the "Parties").

RECITALS

This Agreement is made with reference to the following facts and circumstances:

- A. Seller owns and operates a certain business and the assets used in connection with such business (the "Business") located at _____ (the "Location").
- B. Seller desires to sell and Purchaser desires to purchase Seller's interest in the "Purchased Assets," as defined in this Agreement.
- C. The Parties agree as follows:

AGREEMENT

SECTION 1. AGREEMENT TO PURCHASE AND SELL

1.1 Assets Purchased and Sold. At the Closing (as defined in this Agreement), Purchaser shall buy and Seller shall sell, assign, convey, transfer, set over, and deliver (by appropriate instrument of transfer) to Purchaser all of the assets, rights, and interests of every conceivable kind or character whatsoever, whether tangible or intangible, that on the Closing Date (as defined in this Agreement) are owned by Sellers or in which Sellers have an interest of any kind, and which are used in or derived from the Business. These include, without limitation, the following assets of Sellers and the Business (collectively, the "Purchased Assets"):

(a) To the extent transferable, all of Seller's interest in the Premises as lessee including any real property on which Seller's production facilities are located or which are used by Seller;

(b) All cash, cash equivalents and amounts held on deposit in all savings, checking, money market, investment and other similar accounts of Seller net of any outstanding checks (collectively the "Sellers' Cash").

(c) all of the fixed assets, equipment, machinery, tooling and supplies used or held for use by Seller (the "Equipment" listed on Schedule 1.1.C);

(d) the intellectual property presently used or that has been used primarily in the Seller's Business, including but not limited to, business names, business telephones,

2.21 **Intellectual Property.** Schedule 1.1D hereto contains an accurate list and summary description of all patents, if any, and all material trademarks, trade names, service marks, domain names and copyrights and applications for any of the foregoing, owned, held, possessed, licensed to or used by Seller and all licenses or agreements or royalty obligations pertaining thereto. Seller owns, has valid licenses or rights to use, all trademarks, trade names, patents, copyrights, service marks, domain names, software, inventions, trade secrets, know-how, formulas and processes and other proprietary rights necessary to the conduct the Business and such use, to the best of Seller's knowledge, does not conflict with or infringe the rights of others. All patents and trademark registrations and domain names owned by Seller have been or are in the process of being recorded in Seller's name and are to the best of Seller's knowledge valid and enforceable. Seller acknowledges and agrees that it will cooperate with Purchaser regarding the execution of all documentation necessary to perfect legal, registered and recorded title in said patents, provisional application and inventions disclosed therein to Purchaser, whether now pending or later filed.

Seller's information systems, including hardware and software, are in good repair and operation and are sufficient for the operation of the Business.

2.22 **Tax Liabilities.** Seller has filed all federal, state, county, local and foreign income, excise, property, sales and other tax returns which are required to be filed up to and including the date hereof. Seller has paid all taxes which, to Seller's knowledge, have become due, or any assessment which, to Seller's knowledge, has become payable. Seller shall be responsible for any transfer taxes which are payable as a result of the sale of the Assets of Seller to Purchaser.

2.23 **Product Warranty.** Except as set forth on Schedule 2.23, all products developed, manufactured, licensed, distributed, shipped or sold by the Seller and any services rendered by the Seller have been in conformity with all applicable contractual commitments, all expressed or implied warranties and all Laws. Except for the written warranties set forth in the agreements provided to Purchaser, there are no warranties (written or oral) with respect to the products or services developed, manufactured, licensed, distributed, shipped or sold by the Seller. No products heretofore developed, manufactured, licensed, distributed, shipped, sold or leased by the Seller or any services rendered by the Seller are now subject to any claim for warranty or liability, patent infringement or other indemnity. Seller's representations in this Section 2.23 include the full knowledge of its directors, officers, employees, partners, agents, and representatives, including, without limitation, any accountants, attorneys and financial advisors.

2.24 **Disclosure.** No representation or warranty by Seller contained in this Agreement, nor any statement or certificate furnished or to be furnished by Seller to Purchaser or its representatives in connection herewith or pursuant hereto, contains or will contain any untrue statement of material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading or necessary in order to provide Purchaser with adequate information as to Seller and its condition (financial and otherwise) or to the properties, assets, liabilities, or business of Seller, and Seller has disclosed to Purchaser all material adverse facts known to them relating to the same. The representations and warranties contained in this Section 2 or elsewhere in this Agreement or any document delivered pursuant

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

PURCHASER:

Revstone Towing, LLC., a Delaware limited liability company

By:

Printed Name:

Its:

SELLER:

GRLC, LLC, a Delaware limited liability company

By:

Printed Name:

Its:

Signature page to Asset Purchase Agreement between
GRLC, LLC and Revstone Towing, LLC

SCHEDULE A

COUNTRY	TRADEMARK	APPL NO	REG NO	STATUS	INTL CLASS
United States	ADAPT HITCH BALL	75/387772	2225514	LIVE	12
United States	ADAPT HITCH BALL (and design)	75/261875	2212271	LIVE	12
Canada	ADAPT HITCH BALL (and design)	0856920	TMA533462	LIVE	
United States	JOURNEY	78/301074		APPLICATION - SUSPENDED	9
Canada	JOURNEY	1207994	TMA631494	LIVE	
United States	ODYSSEY	78/306712		APPLICATION - OPPOSITION	9
United States	POWER-PULL	74/366191	1846668	LIVE	12
Canada	POWER-PULL	0735425	TMA464714	LIVE	
United States	POWER PULL EXTREME	78/543865		APPLICATION - ALLOWED	12
Canada	POWER PULL EXTREME	1262940		APPLICATION - PENDING	
United States	STOW-A-BALL	78/331777	3042579	LIVE	12
Canada	STOW-A-BALL	1215836	TMA636088	LIVE	
United States	UBS	76/342485	2788033	LIVE	12
Canada	UBS	1141645	TMA651528	LIVE	
United States	VALLEY	72/175143	0780181	LIVE	12