

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Inno-Labs LP		03/04/2013	LIMITED PARTNERSHIP: KANSAS

<b>RECEIVING PARTY DATA</b>	
Name:	Smith's Consumer Products, Inc.
Street Address:	747 Mid-America Blvd.
City:	Hot Springs
State/Country:	ARKANSAS
Postal Code:	71913
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3571676	FIRE WIRE
Registration Number:	4045151	COLLEGIATEKABOB
Registration Number:	3996458	MARINATING MADE EASY
Registration Number:	3863819	FLEX KABOB

<b>CORRESPONDENCE DATA</b>	
Fax Number:	5013751309
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	501-377-0417
Email:	kperkins@roselawfirm.com
Correspondent Name:	Kathryn Bennett Perkins
Address Line 1:	120 East Fourth Street
Address Line 4:	Little Rock, ARKANSAS 72201

NAME OF SUBMITTER:	Kathryn Bennett Perkins
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OP \$115.00 3571676

Signature:	/kathryn bennett perkins/
Date:	03/15/2013
Total Attachments: 4 source=Inno Labs assignment#page1.tif source=Inno Labs assignment#page2.tif source=Inno Labs assignment#page3.tif source=Inno Labs assignment#page4.tif	

## ASSIGNMENT AND BILL OF SALE

### KNOW ALL MEN BY THESE PRESENTS:

THAT **Inno-Labs LP**, a Kansas limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by **Smith's Consumer Products, Inc.**, a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, pursuant to that certain Asset Purchase Agreement entered into between Grantor, Grantee, and Todd Gentry, of even date herewith (the "Asset Purchase Agreement"), does hereby grant, bargain, sell, convey, assign, transfer, and deliver unto the said Grantee, and unto its successors and assigns, the following described property related to Grantor's Fire Wire line of products, including, but not limited to (i) the Fire Wire Grilling Skewer; (ii) the Double Prong Skewer; (iii) the Fire Wire Skewer Marinating Kits; and (iv) the Fish Grilling Basket Concept (collectively, the Fire Wire Products"), free and clear of all liens and encumbrances:

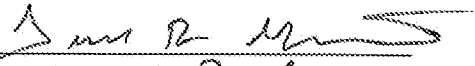
- (a) the Inventory related to the Fire Wire Products as defined in and subject to the provisions of Section 1.2(b) of the Asset Purchase Agreement;
- (b) all of Grantor's customer lists;
- (c) product molds and any other equipment required to produce the Fire Wire Products and all trade show booths relating to the Fire Wire Products;
- (d) all goodwill, trademarks, trade names, websites, domain names, and e-mail addresses relating to the Fire Wire Products, conceptual designs for future Fire Wire related products, the 5-digit UPC Identifier used on the FireWire Products and all other intellectual and intangible property relating to or used in connection with the Fire Wire Products and the Business (including the rights to any proceeds from defending Seller's rights to such intellectual property), including such items set forth on Exhibit A attached hereto;
- (e) all permits, licenses, approvals, authorizations, or consents of any governmental entities or certification organizations, including such items set forth on Exhibit B attached hereto, to the extent transferable;
- (f) all records related to the Business; and
- (g) all other assets of Seller used in the Business except for the Excluded Assets.

Capitalized terms used herein but not defined shall have the meaning assigned to them in the Asset Purchase Agreement.

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and Bill of Sale as of the 4<sup>th</sup> day of March, 2013.

Inno-Labs LP

By:   
Name: Todd R. Cooney  
Title: General Partner

**EXHIBIT A**

**Intellectual Property**

Patents:

Patent #8,042,850 B2 Flexible skewer system for supporting food during cooking  
Utility Patent Application #125090.010200-F008 Flexible Food Skewer Systems  
Design Patent Application #125090.010700 Food Skewer  
International Patent Application #PCT/US 10/46747 Flexible Food Skewer System

Trademarks:

Fire Wire<sup>®</sup>: full registration granted in the US and Canada in all applicable classes  
Fire Wire: CTM (Community Trade Mark Registration in class 21 and 30) covers treaty countries in the EU  
Fire Wire: trademark registration in Norway, Turkey and Switzerland  
FlexKabob<sup>®</sup>: full registration in the US, pending in Canada in all applicable classes  
CollegiateKabob<sup>®</sup>: full registration in the US in all applicable classes  
Marinating Made Easy<sup>®</sup>: full registration granted in the US in all applicable classes  
Marinate. Grill. Entertain.: registration pending in the US in all applicable class

Rights to all photographic images used in connection with the Firewire Products.

Rights to all video footage used in connection with the Firewire Products.

Rights to all packaging, advertising, and other promotional material designs and images used in connection with the Firewire Products.

Rights to the firewiregrilling.com url and website

T.G.  
3-5-13

**EXHIBIT B**

**Permits**

None.

*T.C.  
3-5-13*