

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 | Entity Type |
| ALL-LUMINUM PRODUCTS - DELAWARE, LLC | | 04/05/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | RIO BRANDS, LLC | | |
| Street Address: | 100 FRONT STREET, SUITE 1350 | | |
| City: | WEST CONSHOCKEN | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19428 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85800999 | RIO ADVENTURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2152992150 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | ebrant@foxrothschild.com | | |
| Correspondent Name: | EDWARD L. BRANT, ESQUIRE | | |
| Address Line 1: | 2000 MARKET STREET, 20TH FLOOR | | |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 001475.00142 | | |
| NAME OF SUBMITTER: | Edward L. Brant | | |
| Signature: | /Edward L. Brant/ | | |
| Date: | 04/08/2013 | | |

OP \$40.00 85800999

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

For payment of the consideration stipulated in the Asset Purchase Agreement dated the date hereof by and among the Assignee, the Assignor and the members of the Assignor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, **ALL-LUMINUM PRODUCTS – DELAWARE, LLC**, a Delaware limited liability company having an address of c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (“Assignor”), for itself and its successors and assigns, hereby transfers and assigns to **RIO BRANDS, LLC**, a Delaware limited liability company having an address of 100 Front Street, Suite 1350, West Conshohocken, Pennsylvania 19428 (“Assignee”), its successors and assigns, all right, title and interest in and to the trademarks set forth on Schedule A attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the “Marks”).

Assignor represents and warrants to Assignee that Assignor has not assigned or transferred to any third party (other than Assignee) any rights that Assignor may have in or to any of the Marks, in whole or in part, including, but not be limited to, any security interest that may have been granted to a financial institution or other lender.

This Assignment of Trademarks includes the right to apply for registration of any and all of the Marks in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registrations, and the right to claim for any and all damages by reason of past infringement of any of such Marks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns.

Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Marks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

Assignor hereby consents to the recordation of this Assignment of Trademarks and further authorizes and requests that all official documents and communication relating to the Marks issue and deliver to Assignee, its attorneys, agents, successors or assigns.

This instrument may be executed by facsimile or other electronic signature.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer as of this 5th day of April, 2013.

ALL-LUMINUM PRODUCTS—DELAWARE, LLC

By: W.C.
Warren Cohen, President

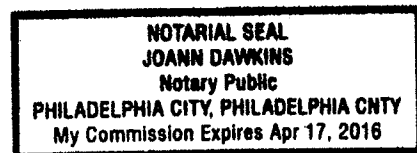
[Signature Page to Assignment of Trademarks]

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

Before me, a notary public, in and for the Commonwealth and County aforesaid, on this 3rd day of April, 2013, personally appeared Warren Cohen, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the President of All-Luminum Products—Delaware, LLC, the company that executed the foregoing instrument; that he executed said instrument on behalf of said company; and that he was duly authorized to do so, All-Luminum Products—Delaware, LLC intending to be legally bound thereby and intending that said instrument be properly recorded.


NOTARY PUBLIC
My Commission Expires:

(SEAL)



[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 005000 FRAME: 0145

SCHEDULE A

TRADEMARKS

Trademark Applications:

Rio Adventure – Serial No. 85800999

Unregistered Trademarks:

SanAngelo

Sportsman's Choice

