Form PTO-1594 (Rev. 06/04) . QMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): Michael L. Van Horn Association General Partnership Corporation-State Other Citizenship (see guidelines) Execution Date(s) 04/15/2004 Additional names of conveying parties attached? Nature of conveyance: Assignment Merger Security Agreement Other Change of Name Other 4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	2. Name and address of receiving party(les) Additional names, addresses, or citizenship attached? No Name: Reid Industries, LLC Internal Address: P.O. Box 503 City: San Francisco State: CA Country: USA Zip: 94 104 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation, Citizenship California If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
C. Identification or Description of Trademark(s) (and Filing 5. Name & address of party to whom correspondence	Date if Application or Registration Number is unknown):
concerning document should be mailed: Name: Edward M. Prince	6. Total number of applications and registrations involved:
Internal Address: Alston & Bird LLP North Building, 10th Floor Street Address: 601 Pennsylvania Ave., N.W.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
City: Washington	8. Payment Information:
State: DC Zip: 20004 Phone Number: (202) 756-3358 Fax Number: (202) 756-3333 Email Address: eprince@alston.com	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name
9. Signature: Sheward /2 /mi	August 24, 2004
Signature Edward M. Prince Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 002929 FRAME: 0937

In the United States Patent and Trademark Office

Registrant: Michael L. Van Horn dba American Traders West

Title: "Pik Stik"

Registration No.: 1,885,837

Assignment of Trademark

This Assignment of Trademark is made, executed and delivered by Michael L. Van Horn ("Assignor") to Reid Industries, LLC, a California limited liability company ("Assignee") as of the date set forth below pursuant to an Amended and Restated Agreement for Purchase and Sale of Assets, Escrow Instructions and Earnest Money Receipt entered into between Assignor and Assignee as of March 10, 2004 (the "Agreement").

WHEREAS, the undersigned, hereinafter referred to as Assignor, has adopted, used and is using the trademark "Pik Stik" which is the subject of U.S. Trademark Registration No.: 1,885,837, dated: 3/28/95; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver, and Assignee has agreed to purchase, among other things, all of Assignor's right, title and interest in the foregoing trademark, including without limitation all designs associated therewith, all translations and foreign language equivalents of the foregoing, all combinations of the foregoing, and all common law rights in, to and under the foregoing (collectively, the "Trademark"), together with the goodwill of the business represented and symbolized by the Trademark (the "Goodwill"):

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, the receipt of which is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, and its successors in interest, all worldwide right, title and interest in and to the Trademark (to the extent that Assignor owns such rights on a worldwide basis), together with and including (a) the Goodwill, (b) all extensions and renewals of any registrations of the Trademark, (c) all rights to register, renew, protect and defend the Trademark, including the right to sue and bring claims for and collect, for Assignee's own use, damages and any other legal or equitable remedy by reason of past, present and future infringement, dilution, or other violation of the Trademark, (d) all rights to any other claims arising out of or relating to the use or ownership of the Trademark, and (e) all other rights corresponding to the Trademark throughout the world.

Assignor further authorizes Assignee and the Commissioner of Patents and Trademarks of the United States, and any official or agency of any foreign country or countries whose duty it is to record

TRADEMARK REEL: 002929 FRAME: 0938 trademark registrations, applications, assignments and title thereto, to record the Trademark registration as the property of Assignee.

1765 Garnet Avenue Suite A-1

San Diego, CA 92109 858-273-7712

STATE OF CALIFORNIA)

COUNTY OF John Diego

On this 15" day of 15" and 15" acres 2004, before me, 200 person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

JAME M. JACKSON Commission # 1424864

Notary Public - California San Diego County

My Comm. Expires Jun 15, 2007