

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
Dickie Walker Marine, Inc.		05/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gerald W. Montiel
Street Address:	2907 Shelter Island Drive #105-271
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92106
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2992768	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2944583	MARINE SCREEN
Registration Number:	2919278	LOW PRESSURE SYSTEM
Registration Number:	2992767	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2845399	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2992766	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2854276	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2845398	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2992765	DICKIE WALKER BUILT 1951 AUTHENTIC MARINE
Registration Number:	2897753	
Registration Number:	2897752	

CORRESPONDENCE DATA

Fax Number: (619)222-1797

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$290.00 2992768

Phone: 619-405-8500
Email: gwmontiel@aol.com
Correspondent Name: Gerald W. Montiel
Address Line 1: 2907 Shelter Island Drive #105-271
Address Line 4: San Diego, CALIFORNIA 92106

NAME OF SUBMITTER:	Cynthia R. Smith
Signature:	/Cynthia R. Smith/
Date:	08/22/2006

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of May 26, 2006 by Dickie Walker Marine, Inc., a Delaware corporation ("Assignor"), to Gerald W. Montiel, an individual (Assignee").

RECITAL

Assignee and Assignor are parties to an Agreement for Purchase and Sale dated as of May 26, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered trademarks, trademark applications and trade names, including without limitation the trademarks and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

DICKIE WALKER MARINE, INC.

By: Geoffrey Montiel
Name:
Its Authorized Representative

STATE OF California)
COUNTY OF San Diego) ss:

On this 17th day of June, 2006, before me, Geoffrey Montiel personally appeared as an Authorized Representative of Dickie Walker Marine, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the 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 upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal. /
My Commission expires: 1/28/10

Geoffrey Montiel
Notary Public

[SEAL]

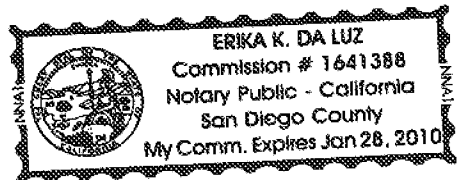


EXHIBIT A-1
TRADEMARKS

Federal Trademarks	USPTO Registration or Serial number	Goods
Marine Screen	2944583	Sunscreen
Low Pressure System	2919278	Clothing for men, women and children
Dickie Walker Built 1951 Authentic Marine	2992768	Clothing for men, women and children
Dickie Walker Built 1951 Authentic Marine	2992767	Toys and sporting goods
Dickie Walker Built 1951 Authentic Marine	2845399	Textiles
Dickie Walker Built 1951 Authentic Marine	2992766	Wood boxes, chests
Dickie Walker Built 1951 Authentic Marine	2854276	Luggage
Dickie Walker Built 1951 Authentic Marine	2845398	Printed matter
Dickie Walker Built 1951 Authentic Marine	2992765	Sun glasses, reading glasses
Design (four storm flags)	2897753	Clothing for men, women and children
Design (girl with sailor cap)	2897752	Clothing fore men, women and children
Common Law Trademarks		
Dickie Walker Built 1951 Authentic Marine		Kitchen and galley items, namely, cocktail and bar utensils, namely, cork screws.
Ninety 90		Clothing for men, women and children
Design (international signal flags for D and W)		Trousers, pants
Design (boat with fishing lines)		Clothing for men, women and children