

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
Banyan International Inc.		02/07/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	MCB Sportswear, Inc.		
Street Address:	5421 Beaumont Center Boulevard		
Internal Address:	Suite 644		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2527785	BANYAN	
Registration Number:	2574514	TOOL HEAD	
Registration Number:	2574515	TOOL HEAD	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5619		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	102773-00100		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

CH \$90.00 2527785

Signature:	/Timothy D. Pecsenty/
Date:	02/09/2011
Total Attachments: 2 source=Banyan International Inc. - Trademark Assignment Agreement#page1.tif source=Banyan International Inc. - Trademark Assignment Agreement#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of April 1, 2010 ("EFFECTIVE DATE"), by and between BANYAN INTERNATIONAL, INC., a corporation organized under the laws of the State of Florida, with an address at 5421 Beaumont Center Boulevard, Suite 644, Tampa, Florida 33634 ("ASSIGNOR"), and MCB SPORTSWEAR, INC., a corporation organized under the laws of the State of Florida, with an address at 5421 Beaumont Center Boulevard, Suite 644, Tampa, Florida 33634 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the exclusive owner of, and has adopted, the trademark registrations listed in Appendix A;

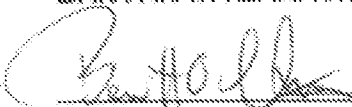
WHEREAS, ASSIGNEE is desirous of acquiring said trademarks and any and all applications and registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, all of its rights, title, and interests in and to said marks, applications and registrations, together with the goodwill of the business symbolized by and associated with said trademarks set forth in Appendix A.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Assignment to be executed.

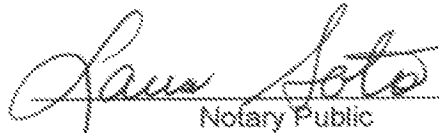
BANYAN INTERNATIONAL, INC.

Dated: February 7, 2011

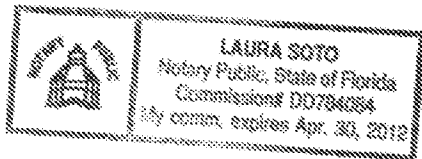
By: 
Name: Bennett Oltman
Title: President

State of Florida)
County of HILLSBOROUGH) ss:

On this 7 day of February 2011, before me appeared Bennett Oltman, the person who signed this instrument, who acknowledged that he signed it as a free act.


Notary Public

My Commission Expires: 04-30-12



Appendix A

Mark	Country	Registration Number	Registration Date
BANYAN	USA	2,527,785	1/8/2002
TOOL HEAD	Japan	4570954	5/24/2002
TOOL HEAD	Japan	4604610	9/13/2002
TOOL HEAD	USA	2,574,514	5/28/2002
<i>TOOL HEAD</i>	Australia	886356	8/17/2001
<i>TOOL HEAD</i>	Australia	884437	8/1/2001
<i>TOOL HEAD</i>	Japan	4570956	5/24/2002
<i>TOOL HEAD</i>	Japan	4604611	9/13/2002
<i>TOOL HEAD</i>	USA	2,574,515	5/28/2002
TOOL MAN OUTFITTERS	Japan	4531979	12/21/2001
TOOL MAN OUTFITTERS	Japan	4575722	6/7/2002

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