

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
PNC Bank		02/24/2012	National Banking Association:

RECEIVING PARTY DATA

Name:	DAS Brands, LLC
Street Address:	724 Lawn Road
City:	Palmyra
State/Country:	PENNSYLVANIA
Postal Code:	17078
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85545898	FRANCIS
Serial Number:	85547643	ASTATIC
Serial Number:	85548141	ASTATIC WORLD FAMOUS RADIO MICS
Registration Number:	2346968	WILSON
Registration Number:	1044750	FRANCIS
Registration Number:	3988767	BARJAN HD
Registration Number:	3961706	HELPMATE
Registration Number:	3961480	ROCK RIVER
Registration Number:	3988768	PRO TRUCKER TOUGH

CORRESPONDENCE DATA

Fax Number: (717)238-8623
 Phone: 717 237 6702
 Email: kgold@rhoads-sinon.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$240.00 85545898

Correspondent Name: Kevin M. Gold, Esquire
Address Line 1: One South Market Square, PO Box 1146
Address Line 2: 12th Floor
Address Line 4: Harrisburg, PENNSYLVANIA 17108-1146

NAME OF SUBMITTER:	Kevin M. Gold, Esquire
Signature:	/kmg/
Date:	03/01/2012

Total Attachments: 6
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page1.tif
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page2.tif
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page3.tif
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page4.tif
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page5.tif
source=TRADEMARK ASSIGNMENT TO DAS BRANDS#page6.tif

TRADEMARK ASSIGNMENT

24 THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of February 24, 2012 by PNC Bank, National Association ("Assignor") to DAS Brands, LLC, a Pennsylvania limited liability company ("Assignee"), with its principal place of business at 724 Lawn Drive, Palmyra, Pennsylvania, 17078.

RECITALS:

Whereas, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of the right, title and interest in and to the Trademarks (as defined below) owned by Barjan LLC ("Barjan") and sold, assigned and transferred to the Assignee, pursuant to that certain Secured Party Asset Sale Agreement (the "APA"), dated on or about the date hereof. Capitalized terms used herein but not defined herein shall have the meanings given to them in the APA;

Whereas, the Trademarks include any trademarks, trade names, service marks, logos, brands, trade dress, and domain names associated with the brand names "Wilson", "Francis Antenna", "Francis", "Astatic", "Barjan Entertainment", "Barjan HD", "Diesel Electronics", "Helpmate", "Rock River", "Tracker", "Trucker Tough", and "Pro Trucker Tough" (the "Brands"), as well as any and all other trademarks, trade names, service marks, logos, brands, trade dresses, domain names, patents, product names and brand name rights owned by Barjan, prior to the Assignor exercising its rights as provided for in the APA, in the United States and all foreign countries used in connection with the Brands, as well as all rights of Barjan, prior to the Assignor exercising its rights under the UCC and as provided for in the APA, in and to the design/intellectual property used in connection with such Brands, including, without limitation, engineering drawings, manufacturing drawings, bills of materials and routings, together with the goodwill of the business symbolized thereby, specifically including, without limitation, those Trademarks set forth on Exhibit A hereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of Barjan's right, title and interest in and to the Trademarks, together with the goodwill of the Brands symbolized thereby. Assignee has purchased the Trademarks and such goodwill from Assignor pursuant to the APA, as of the date hereof.

2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

3. Cooperation. As provided for in the APA, Assignor and Barjan agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further

instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Warranties/Disclaimer. The representations and warranties of Assignor set forth in the APA and this Assignment are exclusive and in lieu of all other representations and warranties of Assignor of any kind whatsoever, whether written, oral, express or implied, and Assignor has not made and shall not be deemed to have made, and ASSIGNOR HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY (EXCEPT THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE APA) AS TO THE TITLE, EXISTENCE, CONDITION, DESIGN, OR VALUE OF ANY TRADEMARK OR ANY LIEN, CLAIM OR ENCUMBRANCE, THE COMPLIANCE OF ANY OF THE TRADEMARKS WITH ANY APPLICABLE LAW OR REGULATIONS OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED (EXCEPT THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE APA), WITH RESPECT TO ANY OF THE TRADEMARKS, OR ANY WARRANTY AGAINST INFRINGEMENT, IT BEING UNDERSTOOD THAT ALL SUCH DISCLAIMED RISKS, AS BETWEEN ASSIGNOR AND ASSIGNEE, ARE TO BE BORNE BY THE ASSIGNEE.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

6. Joinder. Barjan hereby joins in this Trademark Assignment to evidence that it does not oppose the Assignor's sale, granting, assignment and conveyance to Assignee of all right, title and interest in and to the Trademarks and goodwill.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Trademark Agreement as of the date first written above.

PNC Bank, National Association (Assignor)

By: 

Name: Lee Labine

Title: SVP

DAS Brands, LLC (Assignee)

By: DAS Distributors, Inc., sole member

By: _____

Name: _____

Title: _____

The undersigned is executing this Assignment to evidence that it does not oppose the assignment and conveyance of the Trademarks to the Assignee, as provided for herein.

Barjan LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Trademark Agreement as of the date first written above.

PNC Bank, National Association (Assignor)

By: _____

Name: _____

Title: _____

DAS Brands, LLC (Assignee)

By: DAS Distributors, Inc., sole member

By:  _____

Name: Michael Z. Abic

Title: CEO

The undersigned is executing this Assignment to evidence that it does not oppose the assignment and conveyance of the Trademarks to the Assignee, as provided for herein.

Barjan LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Trademark Agreement as of the date first written above.

PNC Bank, National Association (Assignor)

By: _____

Name: _____

Title: _____

DAS Brands, LLC (Assignee)

By: DAS Distributors, Inc., sole member

By: _____

Name: _____

Title: _____

The undersigned is executing this Assignment to evidence that it does not oppose the assignment and conveyance of the Trademarks to the Assignee, as provided for herein.

Barjan LLC

By: Barry L. Kasoff

Name: Barry L. Kasoff

Title: Chief Restructuring Officer

EXHIBIT A

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REG. NO./DATE</u>	<u>SERIAL NO.</u>
WILSON	2,346,968 (5/2/2000)	75/670,041
FRANCIS	1,044,750 (7/27/1976)	73/074,272
BARJAN HD	3,988,767 (7/5/2011)	85/129,703
HELPMATE	3,961,706 (5/17/2011)	85/134,236
ROCK RIVER	3,961,480 (5/17/2011)	85/129,708
PRO TRUCKER TOUGH	3,988,768 (7/5/2011)	85/129,706

PENDING TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO./FILING DATE</u>
FRANCIS	85/545,898 (2/17/2012)
ASTATIC	85/547,643 (2/20/2012)
ASTATIC (Design)	85/548,141 (2/21/2012)

TRADENAMES

<u>NAMES</u>	
FRANCIS ANTENNA	TRACKER
BARJAN ENTERTAINMENT	TRUCKER TOUGH
DIESEL ELECTRONICS	