

TRADEMARK ASSIGNMENT

Electronic 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
Todoro, Inc.		02/28/2011	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	The Premier Companies		
Street Address:	5248 Olde Towne Road, Suite 11		
City:	Williamsburg		
State/Country:	VIRGINIA		
Postal Code:	23188		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3219715	WHEELWORKZ	
CORRESPONDENCE DATA			
Fax Number:	(415)989-1663		
Phone:	(415)391-4800		
Email:	tm@cpdb.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Coblentz, Patch, Duffy & Bass, LLP		
Address Line 1:	One Ferry Building, Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Nate A. Garhart		
Signature:	/nag/		
Date:	03/20/2012		
Total Attachments: 1 source=WHEELWORKZ_tmassignk#page1.tif			

OP \$40.00 3219715

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of 2/28, 2011, by and between TODORO, Inc., a Tennessee corporation, ("Assignor"), and The Premier Companies, a Virginia corporation, with an address of 5248 Olde Towne Road, Suite 11, Williamsburg, Virginia 23188 ("Assignee").

WHEREAS Assignor is the owner of trademark Registration No. 3,219,715 for the mark WHEELWORKZ (the "Intellectual Property"); and

WHEREAS, Assignor wishes to assign the Intellectual Property to Assignee and Assignee is desirous of acquiring such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Intellectual Property, together with all goodwill in the business symbolized by the trademark, and all rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Intellectual Property.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

TODORO INC.

THE PREMIER COMPANIES

By *Thomas W. Crenshaw*

By _____

Name THOMAS W. CRENSHAW

Name _____

Title PRES

Title _____