900322751 04/27/2015

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM339377

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grand Canyon Products, Inc.		07/01/2014	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Pac-West Distributing NV LLC		
Street Address:	848 N. Rainbow Blvd. #5307		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89107		
Entity Type:	CORPORATION: NEVADA LIMITED LIABILITY COMPANY: NEVADA		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1399190	BOLT
Registration Number:	4420695	BOLT
Registration Number:	1765515	HARDWARE
Registration Number:	4549976	HARDWARE
Registration Number:	4438442	IRON HORSE
Registration Number:	2538037	POWER-PAK PELLET
Registration Number:	4187497	PWD .
Registration Number:	4323758	PWD
Registration Number:	1748105	QUICK SILVER
Registration Number:	1748106	RAM
Registration Number:	4323757	RAM
Registration Number:	1112095	RUSH
Registration Number:	4541507	RUSH

CORRESPONDENCE DATA

Fax Number:

7023820212

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

Phone:

(702) 382-0200

Email:

mark@borgheselegal.com

TRADEMARK REEL: 005504 FRAME: 0518

OP \$340.00 1399190

Correspondent Name: Mark Borghese
Address Line 1: 10161 Park Run Drive, Suite 150
Address Line 4: Las Vegas, NEVADA 89145

NAME OF SUBMITTER: Mark Borghese

SIGNATURE: /MB/

DATE SIGNED: 04/27/2015

Total Attachments: 2
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source=Assignments#page2.tif

TRADEMARK REEL: 005504 FRAME: 0519

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of <u>July 1, 2014</u>, by and between GRAND CANYON PRODUCTS, INC., an Indiana corporation ("Assignor") and PAC-WEST DISTRIBUTING NV LLC, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the following marks, including the associated trademark registration for the Marks in the United States:

Mark	U.S. Registration No.
BOLT	1,399,190
BOLT	4,420,695
HARDWARE	1,765,515
HARDWARE	4,549,976
IRON HORSE	4,438,442
POWER-PAK PELLET	2,538,037
PWD	4,187,497
PWD	4,323,758
QUICK SILVER	1,748,105
RAM	1,748,106
RAM	4,323,757
RUSH	1,112,095
RUSH	4,541,507

(collectively "Marks").

WHEREAS, Assignor has sold, assigned and/or otherwise transferred over such portion of the business associated with the Marks to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor does hereby sell, transfer, assign and otherwise convey to the Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world, in the following:
 - (i) the Marks and any applications, registrations, and renewals thereof;
 - (ii) the goodwill of that portion of Assignor's business connected with, pertaining to, and symbolized by the Marks; and
 - (iii) the ownership of all causes of action and claims for damages for infringement of the Marks, including actions arising prior to the date of this assignment.

- 2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.
- 3. Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment.

AGREED AND ACCEPTED:

GRAND CANYON PRODUCTS, INC.

PAC-WEST DISTRIBUTING NV LLC

71.01.1

[print name and title]