

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Furi Brands, Inc.	03/21/2012
RECEIVING PARTY DATA	
Name:	Furi Global, LLC
Street Address:	730 SOUTH GRIFFITH PARK DRIVE
City:	BURBANK
State/Country:	CALIFORNIA
Postal Code:	91506
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D450995
CORRESPONDENCE DATA	
Fax Number:	2135598822
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6263220060
Email:	ivan.posey@kindredposey.com
Correspondent Name:	Ivan Posey, Kindred Posey
Address Line 1:	1603 Manor Gate Road
Address Line 4:	Hacienda Heights, CA, CALIFORNIA 91745
NAME OF SUBMITTER:	Ivan Posey
Total Attachments: 4 source=PatentAssig#page1.tif source=PatentAssig#page2.tif source=PatentAssig#page3.tif source=PatentAssig#page4.tif	

OP \$40.00 D450995

FINAL

EXHIBIT 3.2(a)(ii)

Form of Evidence of Patent Assignment to Furi Global LLC

THIS PATENT ASSIGNMENT (the "Patent Assignment") is effective as of March 24, 2012.

WHEREAS, Furi Brands Inc, a Delaware corporation ("**Assignor**"), is the sole owner of the patents, patent applications and designs set forth on Schedule A hereto (the "**Patents**") and no other entities, including without limitation Assignor's affiliates or banks, have any interest in the Patents;

WHEREAS, Assignor has agreed to transfer all of its rights in and to all of Assignor's patents worldwide, including the Patents, to Furi Global, LLC, a California limited liability company ("**Assignee**"), and Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement between Assignor and Assignee dated March 21, 2012 (the "**Purchase Agreement**");

WHEREAS, in connection with the Purchase Agreement and subject to certain retained rights therein, Assignor has agreed to transfer substantially all of the assets of the business to which the Patents relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Patents to Assignee and Assignor's continuing covenant set forth below.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which being hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee, all right, title and interest in and to the Patents, and any continuations, continuations-in-part, divisions, reissues, reexaminations, extensions, and foreign patents and patent applications thereof, and any rights to file applications and receive patents thereon, together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages; and

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Patents to record this Patent Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Assignee as assignee of the entire interest therein.

At any time, and from time to time at Assignee's request, Assignor agrees to execute further documents and instruments and to do such other acts as may be necessary or reasonably requested by Assignee more effectively to vest full title in and to the Patents in Assignee. This Patent Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their authorized representatives as of the date first set forth above.

ASSIGNOR:

FURI BRANDS, INC., a Delaware corporation

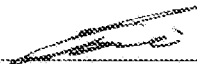
By: _____

Name: Robb Warwick

Title: Acting Chief Financial Officer/Secretary

ASSIGNEE:

FURI GLOBAL LLC, a California limited liability company

By:  _____

Name: Justin Pascoe

Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their authorized representatives as of the date first set forth above.

ASSIGNOR:

FURI BRANDS, INC., a Delaware corporation

By: Robb Warwick

Name: Robb Warwick

Title: Acting Chief Financial Officer/Secretary

ASSIGNEE:

FURI GLOBAL LLC, a California limited liability company

By: _____

Name: Justin Pascoe

Title: Manager

Schedule A

Patents

Furi Brands Patent Report

Reference #	Title	CNTRY	Serial #	Filed Date	Patent #	Issue Date	Status	Expiration
73237.830002.US0	KNIFE AND BLADE SHARPENER	US	10273,199	10/17/2002	6,769,327	08/03/2004	ISSUED	10/17/2022
73237.830003.US0	IMPROVED KNIFE SHARPENER	US	11534,881	01/18/2006	7,381,120	06/03/2008	ISSUED	01/18/2026
73237.830005.AU0	FOOD CHOPPING DEVICE	AU	200720020	10/01/2007	317620 S	01/18/2008	ISSUED	10/01/2017
73237.830005.EU0	FOOD CHOPPING DEVICE	EU	802285-0001	10/04/2007	802285-0001	10/04/2007	ISSUED	10/04/2032
73237.830002.AU2	KNIFE AND BLADE SHARPENER	AU	2002301512	10/17/2002			PENDING	10/17/2022
73237.830007.US0	IMPLEMENT HANDLE	US	29082,668	01/29/1998	D450,995	11/27/2001	ISSUED	11/27/2015
73237.830008.AU0	KNIFE/IMPLEMENT HANDLE	AU	199701271	04/24/1997	131975 S	11/06/1997	ISSUED	04/24/2013