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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
Xpect First Aid Corporation		01/10/2001	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Cintas First Aid Holdings Corp.	
Street Address:	250 Vista Boulevard	
Internal Address:	Suite 107	
City:	Sparks	
State/Country:	NEVADA	
Postal Code:	89434	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1358821	SINE-AWAY
Registration Number:	1358822	BALANCE
Registration Number:	1257345	LIFE & SAFETY

CORRESPONDENCE DATA

Fax Number: (513)579-6457

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-579-6959

Email: phogan@kmklaw.com
Correspondent Name: Patricia B. Hogan
Address Line 1: One East Fourth Street
Address Line 2: 1400 Provident Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: CI7800TM0001

NAME OF SUBMITTER: Patricia B. Hogan

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of January 10, 2003 ("Effective Date") from Xpect First Aid Corporation, a Kansas corporation located at 6800 Cintas Boulevard, Mason, Ohio 45040 ("Assignor") to Cintas First Aid Holdings Corporation, a Nevada corporation located at 250 Vista Boulevard, #107, Sparks, Nevada 89434 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to the following trademarks:

<u>Mark</u>	Registration No.	Registration Date
SINE-AWAY	1358821	9/10/1985
BALANCE	1358822	9/10/1985
LIFE & SAFETY & design	1257345	11/15/1983

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

- 1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation the United States trademarks listed on Schedule A annexed hereto; the trademarks in which Assignor owns common law rights, the foreign trademarks listed on Schedule B annexed hereto and the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
- 2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
- 3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
- 4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

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Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assigner shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

Name: Robert E. Coletti Title: Assistant Secretary

State of Ohio : SS

On this 4 day of 12003, before me appeared that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

Signature of Notary Public

1187901.1

RECORDED: 12/09/2003

MELANIE A. FANGMAN
Notary Public, State of Ohio
My Commission Expires Nov. 30, 2007

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