

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cris E. Pasto

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 2/28/04

2. Name and address of receiving party(ies)

Name: Res-Q-Jack Inc.

Internal

Address: _____

Street Address: 133 Philo Road West

City: Elmira State: NY Zip: 14903

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/238,187

B. Trademark Registration No.(s) 2,040,382
2,255,206

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brown & Michaels PC

Internal Address: _____

Street Address: 400 M&T Bank Building
118 North Tioga Street

City: Ithaca State: NY Zip: 14850

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0910

DO NOT USE THIS SPACE

9. Signature.

Thomas T. Aquilla
Name of Person Signing

Thomas T. Aquilla
Signature

3/26/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$90.00 020910 76238187

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES dated as of February 28, 2004, from Eric Pardo, an individual having his address at 295 Van Ertzen Road, Spencer, New York 14883 (the "Seller"), to RES-Q-JACK, INC., a corporation organized and existing under the laws of the State of New York, with offices at 133 Philo Road West, Elmira, New York 14903, (the "Buyer")

WHEREAS, the Seller and the Buyer entered into an Asset Purchase Agreement dated February 17, 2004 (the "Purchase Agreement"), pursuant to which the Seller has agreed to sell and the Buyer has agreed to purchase certain of the assets of Seller's Rescue Stabilization and Deck Construction Tool business as defined in 1.1A thereof (the "Business"), including certain trademarks and trade names used therein (the "Trademarks");

NOW, THEREFORE, in consideration of the premises and in satisfaction of his obligations under the Purchase Agreement and for other good and valuable consideration:

1. **Assignment.** Seller hereby sells, conveys, transfers and assigns to the Buyer and its successors and assigns, forever, all of the Seller's right, title and interest, legal or equitable, in and to all of the Seller's interest in the Trademarks, all registrations, applications and licenses relating thereto, or rights with respect to the foregoing used in connection with the Business, all as listed on Exhibit A hereto, and the goodwill of the Business to which each of the Trademarks relates, as fully and entirely as such rights would be held and enjoyed by the Seller.

TO HAVE AND HOLD all of the foregoing assets and rights unto the Buyer, its successors and assigns, to its and their own proper use forever.

2. **Representations.** Seller hereby covenants and warrants that he has good and marketable title to the Trademarks, free and clear of any mortgage, pledge, lien, encumbrance, claim, or other obligation to other persons and has the unrestricted power, lawful right and authority to transfer and assign them.

3. **Further Assurances.** Seller hereby agrees that, at any time and from time to time after the delivery of this instrument, at the Buyer's request and expense but without further consideration, Seller will do, execute, acknowledge and deliver such further act, conveyance, instrument, transfer, or assignment as may be required for conveying, transferring, confirming and vesting in the Buyer any such Trademarks.

4. **Binding Nature.** This instrument is executed by, and shall be binding upon Seller, his heirs, executors, successors and assigns, for the uses and purposes set forth, effective as of February 28, 2004.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New York, without giving effect to choice of law rules.

IN WITNESS WHEREOF, Seller has executed this Assignment dated the _____ day
of February 2004.

Seller: Cris Pasto



SCHEDULE 2.1(E)
Schedule of Trademarks, Tradenames & Slogans

Unless specifically excluded on Schedule 2.2, Seller hereby sells, transfers and assigns all his right title and interest in and to all Tradenames and Trademarks with respect to the Business or Assets hereby sold to Buyer, including but not limited to the following:

Tradenames/Trademarks

BoWrench Deck Tool	TM No. 2,040,382
QuikJack Hardwood Flooring Tool	TM No. 2,255,206

Tradenames/Trademarks Pending

Res-Q-Jack Vehicle Stabilization System: TM Application Serial #76238187

EXHIBIT A TO
ASSIGNMENT OF TRADENAMES