

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leading Edge, Inc.		05/27/1998	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Marley Company		
<b>Street Address:</b>	13515 Ballantyne Corporate Place		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1558920	LEADING EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-861-1526		
<b>Email:</b>	Trademarks@bakerlaw.com		
<b>Correspondent Name:</b>	John H. Weber		
<b>Address Line 1:</b>	1050 Connecticut Avenue, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	87340.0021		
<b>NAME OF SUBMITTER:</b>	John H. Weber, Esq.		
<b>Total Attachments: 3</b>			
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CH \$40.00 1558920

Corrected  
Schedule

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS is made as of the 27th day of May, 1998, by Leading Edge, Inc., a Florida corporation ("Seller"), the Gerald I. Bogage Revocable Trust and Gerald I. Bogage (collectively, "Assignors"), in favor of The Marley Company, a Delaware corporation ("Assignee").

**WITNESSETH**

WHEREAS, pursuant to the terms of an Agreement of Purchase and Sale of Assets dated as of May 27, 1998 (the "Purchase Agreement") by and between Assignors and Assignee, Assignee agreed to purchase substantially all of the assets of the industrial air curtain, air circulator and ceiling fan business of the Seller (the "Business");

WHEREAS, the tradenames and trademarks used by the Business (the "Trademarks"), including but not limited to those trademarks and tradenames listed on Schedule A attached hereto and made a part hereof, are an integral part of the Business assets being acquired by Assignee;

WHEREAS, Assignee's purchase of the Business is contingent upon receiving all of the Assignors' rights to the Trademarks;

WHEREAS, Assignors desire to assign all their right, title and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF the Agreement of Purchase and Sale and One (\$1.00) Dollar and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignors do hereby sell, assign, transfer, set over and convey to Assignee, as of the date of this Agreement, all their right, title and interest in and to the Trademarks and any registrations and applications therefor together with the goodwill symbolized thereby and associated therewith and all rights to bring action for past or future infringements thereof, to be held and enjoyed by Assignee for its own use and for the use of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer to Assignee had not been made.

2. Assignors hereby represent and warrant to Assignee that Assignors have not assigned or otherwise granted any party any right or interest in or to the Trademarks or any right to use any Trademarks.

3. This Agreement may not be amended, modified or extended except by written instrument signed by all the parties hereto.

4. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.

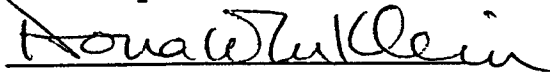
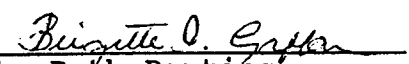
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

[CORPORATE SEAL]

ATTEST:

  
DONALD M. KLEIN  
Assistant Secretary

Signed, sealed and delivered  
in the presence of:

  
  
As to Both Parties

LEADING EDGE, INC., a Florida  
corporation

By:   
GERALD I. BOGAGE, President

GERALD I. BOGAGE REVOCABLE TRUST

By:   
GERALD I. BOGAGE, Trustee

  
GERALD I. BOGAGE

SCHEDULE A

List of Trademarks

<u>Description:</u>	<u>Docket #:</u>	<u>Registration #/Date:</u>
AG-Tech	T-5287	1,307,924 12/4/84
The Engineered Fan	T-5374	1,193,395 2/6/82
Environmental Air Curtains	T-5285	1,807,324 11/30/93
Heat Dropper	T-5282	1,656,181 9/10/91
Awesome	T-5375	1,193,395 2/23/82
The Factory Fan	T-5313	1,657,037 9/10/91
Hi-Tech	T-5281	1,654,271 8/20/91
Misc. Design (The Fly)	T-5280	1,615,590 10/2/90
Design with Airflow	T-5279	1,703,086 7/28/92
Leading Edge (Air Curtains)	T-5316	1,588,920 10/3/89
Leading Edge (Ceiling Fans)	T-5317	1,246,980 8/2/83