

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantor Corporation		10/14/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Infrasafe, Inc.
Street Address:	1707 Orlando Central Parkway
Internal Address:	Suite 350
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32809
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1933572	ADVANTOR
Registration Number:	1993452	
Registration Number:	1993451	
Registration Number:	1993450	
Registration Number:	1993449	
Registration Number:	1993448	

CORRESPONDENCE DATA

Fax Number: (202)775-8396
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-775-8383
 Email: lsantucci@nathlaw.com
 Correspondent Name: Nath & Associates PLLC
 Address Line 1: 1030 15th Street, N.W.
 Address Line 2: 6th Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

NAME OF SUBMITTER:	H. David Starr
Signature:	/H David Starr/
Date:	06/09/2005
Total Attachments: 4 source=Advantor Trademark Assignment#page1.tif source=Advantor Trademark Assignment#page2.tif source=Advantor Trademark Assignment#page3.tif source=Advantor Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT AND
TERMINATION OF LICENSE AGREEMENT

This Trademark Assignment and Termination of License Agreement ("Agreement") is made as of January 1, 2004 (the "Effective Date"), by Advantor Corporation, a Virginia corporation ("Assignor"), with its principal place of business located at 815 N. Royal Street, Suite 220, Alexandria, Virginia 22314, to InfrSAFE, Inc., a Florida corporation ("Assignee"), with its principal place of business located at 1707 Orlando Central Parkway, Suite 350, Orlando, Florida 32809.

WHEREAS, Assignor has adopted and used in its business the trademarks identified on Exhibit A hereto and has filed the applications and obtained the registrations therefor identified on Exhibit A hereto (the "Trademarks");

WHEREAS, pursuant to the currently existing license agreement between Assignor and Assignee dated December 31, 2001 (the "License Agreement"), Assignor has previously granted to Assignee certain rights to use the "ADVANTOR" Trademark;

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the parties desire to terminate the License Agreement and all rights and obligations thereunder.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agrees as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks and the applications and registrations therefor, including renewal rights therein, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the exclusive right to sue and recover for any past or future infringements of the Trademarks.
2. Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee Assignor's rights in and to the Trademarks.
3. The Assignor and Assignee hereby agree to terminate the License Agreement and all rights and obligations thereunder with the termination effective upon the execution of this Agreement.
4. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles. Venue of any action or proceeding brought by either party for the enforcement or interpretation of this Agreement shall be in Orange County, Florida.
5. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, by their respective duly authorized officers, as of the Effective Date.

ASSIGNOR:

By: Jane Landis
Title: Vice President / Secretary
Date: 10/14/2004

ASSIGNEE:

By: H. Todd
Title: President
Date: 10/14/04

STATE OF FLORIDA Virginia)
City) ss:
COUNTY OF ALEXANDRIA)

The foregoing instrument was sworn to and subscribed before me this 14th day of OCTOBER, 2004, by JANE LANDIS, Vice President & Secretary of Advantor Corporation, a Virginia corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

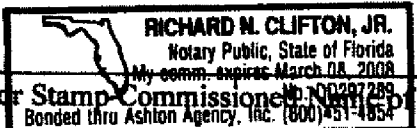
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA - Virginia

Katherine Morris
(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was sworn to and subscribed before me this 14th day of October, 2004, by H. Todd FLEMING, President of Infrasafe, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, by their respective duly authorized officers, as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

By: _____
Title: _____
Date: _____

By: H. Todd Fleming
Title: President
Date: 10/14/04

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2004, by _____ of Advantor Corporation, a Virginia corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was sworn to and subscribed before me this 14th day of October, 2004, by H. Todd FLEMING, President of Infrasafe, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



NOTARY PUBLIC, STATE OF FLORIDA



(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT A

Trademarks

Mark (Type)	Registration No. / Serial No.	Class	Registration Date
ADVANTOR (word)	1933572 / 74384622	IC 009 / US 021, 023, 026, 036, 038 IC 037 / US 100, 103, 106 IC 040 / US 100, 103, 106 IC 041 / US 100, 101, 107 IC 042 / US 100, 101	November 7, 1995
(Design)	1993452 / 74721779	IC 041 / US 100, 101, 107	August 13, 1996
(Design)	1993451 / 74721778	IC 037 / US 100, 103, 106	August 13, 1996
(Design)	1993450 / 74721777	IC 009 / US 021, 023, 026, 036, 038	August 13, 1996
(Design)	1993449 / 74721776	IC 040 / US 100, 103, 106	August 13, 1996
(Design)	1993448 / 74721775	IC 042 / US 100, 101	August 13, 1996

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