

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Steven I. Weiner		06/09/2000	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Dennis Bamber, Inc.		
Doing Business As:	DBA The Woodwind and The Brasswind		
Street Address:	4004 Technology Drive		
City:	South Bend		
State/Country:	INDIANA		
Postal Code:	46628-9744		
Entity Type:	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1318025	GRIME GUTTER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(574)237-1251		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	574-233-1171		
Email:	mike.anderson@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	600 1st Source Bank Center		
Address Line 4:	South Bend, INDIANA 46601-1632		
NAME OF SUBMITTER:	D. Michael Anderson		
Signature:	/manderson/		
Date:	08/01/2005		

CH \$40.00 1318025

Total Attachments: 3

**900029259**

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**ASSIGNMENT**

For Five Thousand Dollars (\$5,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Steven I. Weiner, an Individual, having a place of business at 3080 Garnet Court, Las Vegas, Nevada, 89121 ("ASSIGNOR"), has assigned and sold and hereby assigns and sells to Dennis Bamber, Inc. d/b/a The Woodwind & The Brasswind, an Indiana corporation, having a principal place of business at 4004 Technology Drive, South Bend, Indiana 46628-9772 ("ASSIGNEE"), (i) all of his right, title and interests in and to the trademark GRIME GUTTER, United States Registration No. 1318025 (the "Mark"), and Registered on February 5, 1985, together with the goodwill of the business in which the Mark is used (the "Business"), together with all claims for damages by reason of infringement, with the right to sue for and collect the same for its own use and on behalf and for the use of its successors and assigns, and (ii) all customer lists, prices lists, certificates, licenses, permits, and distribution rights used in the Business, and warranties from suppliers, vendors or others for the benefit of ASSIGNOR or his customers in the Business (collectively, the "Other Assets").

ASSIGNOR hereby unconditionally represents and warrants to ASSIGNEE that ASSIGNOR is the sole owner and has the sole right to use, and to assign, the Mark and the Other Assets, and that the Mark represents the only trademark owned by ASSIGNOR. ASSIGNOR agrees to indemnify, defend and hold ASSIGNEE and its successors, owners or officers harmless of and from any damages, liabilities, judgments, expenses, and losses of any nature incurred or suffered by ASSIGNEE, its successors, owners or officers which arise out of, result from or relate to the ownership and use of the Mark and Other Assets.

In connection with this Assignment, the parties agree and specifically state that ASSIGNEE shall assume no liabilities or obligations of Seller of any type or nature, in connection with ASSIGNOR's operation of the Business or otherwise.

Executed this 9<sup>th</sup> day of June, 2000, at:

ASSIGNOR: STEVEN I. WEINER

Signed: Steven I. Weiner

Printed: Steven I. Weiner

Date: JUNE 9 2000

ASSIGNEE: DENNIS BAMBER, INC. d/b/a THE WOODWIND & THE BRASSWIND

Signed: Dennis R. Bamber

Printed: Dennis R. Bamber

Title: President

Date: 6/9/2000

Steven I. Weiner does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said Dennis Bamber, Inc. d/b/a The Woodwind & The Brasswind.

DATE: June 9, 2000

Steven I. Weiner  
Steven I. Weiner

Dennis Bamber, Inc. d/b/a The Woodwind & The Brasswind hereby accepts the assignment of the inventions, patents and patent applications set forth above.

DATED: 6/9/2000

DENNIS BAMBER, INC. d/b/a THE WOODWIND & THE BRASSWIND  
Dennis R. Bamber  
Dennis R. Bamber, President

WITNESSES:

Philip J. Faccenda  
Philip J. Faccenda Jr  
Printed Name

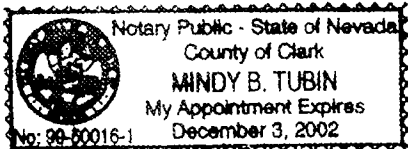
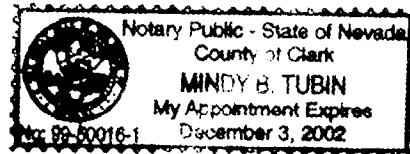
\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

STATE OF NEVADA )  
  ) SS:  
COUNTY OF CLARK )

On this 9th day of JUNE, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared Steven I. Weiner, to me personally known to be the same person whose names is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

Mindy B. Tubin  
Notary Public  
MINDY B. TUBIN  
Printed Name

My Commission Expires: Dec 3, 2002  
County of Residence: CLARK



STATE OF NEVADA )  
COUNTY OF CLARK ) SS:

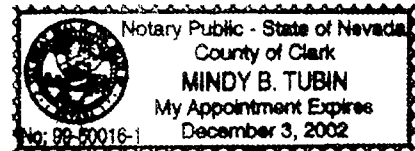
Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Steven I. Weiner, who acknowledged the execution of the foregoing Assignment.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of JUNE, 2000.

Mindy B. Tubin  
Notary Public  
MINDY B TUBIN  
Printed Name

My Commission Expires: Dec 3, 2002

County of Residence: CLARK



STATE OF IN )  
COUNTY OF ST JOSEPH ) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Dennis R. Bamber, who acknowledged the execution of the foregoing Assignment.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of June, 2000.

Tamra S. Traversa  
Notary Public  
TAMRA S. TRAVERSA  
Printed Name

My Commission Expires: 4-11-08

County of Residence: Marshall

**TAMRA S. TRAVERSA  
NOTARY PUBLIC STATE OF INDIANA  
RESIDENT OF MARSHALL COUNTY  
MY COMMISSION EXPIRES 04-11-08**

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