

Form **PTO-1595** (Rev. 06/04)
 OMB Collection 0561-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Brahler Products, Inc.

- Individuals Association
 General Partnership Limited Partnership
 Corporation - Kansas
 Other _____

Citizenship (see none guidelines)

Execution Date(s) July 15, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: YI Ventures LLC

Internal c/o Young Innovations, Inc.

Address: _____

Street Address: 500 North Michigan Avenue, Suite 1000

City: Chicago

State: Illinois

Country: United States Zip: 60611

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Limited Liability Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate documents from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s): 2,012,431 and 2,040,995

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda A.O. Lamberson, Esq.

Internal Address: McDermott Will & Emery LLP

Street Address: 227 W. Monroe Street, Suite 4400

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312.372.2000

Fax Number: 312.984.7700

Email Address: llamberson@mwe.com

6. Total number of application and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 13-0206

Authorized User Name McDermott Will & Emery LLP

9. Signature:

 _____
 Signature

Linda A.O. Lamberson, Esq.

Name of Person Signing

August 8, 2005

Date

Total number of pages included cover sheet, attachments, and document

5

TRADEMARK
REEL: 003169 FRAME: 0309

TRADEMARK ASSIGNMENT

WHEREAS, Brahler Products, Inc., a Kansas corporation ("Assignor"), has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefor listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (the "Trademarks"); and

WHEREAS, YI Ventures LLC, a Delaware limited liability company ("Assignee"), is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Assignor pursuant to the terms set forth in that certain Agreement for Purchase and Sale of Assets dated July 15, 2005 (the "Agreement"), to which Assignor, Assignee and Dr. George R. Brahler are parties.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Assignee as assignee of the entire interest.

AND, Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of Assignee, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by Assignee in order to assign, transfer, set over and convey unto, and vest in, Assignee, its respective successors and assigns, any or all of the Trademarks, and to put Assignee in actual possession and operating control thereof, free and clear of all liens, to assist Assignee in exercising all rights with respect thereto and to assure Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative on July 15, 2005.

BRAHLER PRODUCTS, INC.

By: *Dr. George R. Brahler*
Name: Dr. George R. Brahler
Title: President

ATTEST:

[Signature]
WICHA

CERTIFICATE OF ACKNOWLEDGEMENT

I, Susan K. Shriver, a Notary Public in and for the State of Kansas do hereby certify that Dr. George R. Brahler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, Brahler Products, Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 15th day of July, 2005.



Susan K. Shriver
Notary Public

Commission Expires: 12-12-06

**SCHEDULE A
BRAHLER PRODUCTS, INC.
TRADEMARK ASSIGNMENT**

U.S. Trademarks:

Trademark	Application No.	Application Date	Registration No.	Registration Date
PURGE PUMP PROPHY ANGLE	74/563,770	Aug. 22, 1994	2,012,431	Oct. 29, 1996
TWIN RIB	74/564,236	Aug. 22, 1994	2,040,995	Feb. 25, 1997

Canadian Trademarks:

Trademark	Application No.	Application Date	Registration No.	Registration Date
TWIN RIB	CA076656700	Oct. 19, 1994	TMA 448146	Sept. 22, 1995
PURGE PUMP PROPHY ANGLE	CA077538900	Feb. 14, 1995	TMA 522092	Jan. 24, 2000

Common Law Trademark:

GRBII