

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDC Vacuum Products Corporation		12/09/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MDC Vacuum Products, LLC		
Street Address:	23842 Cabot Boulevard		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94545		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2528986	RE-VAP	
CORRESPONDENCE DATA			
Fax Number:	(310)203-7199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 277-1010		
Email:	jwald@irell.com, mcohen@irell.com		
Correspondent Name:	Jane Shay Wald, Esq.		
Address Line 1:	1800 Avenue of the Stars		
Address Line 2:	Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	159540-0001-KEND		
NAME OF SUBMITTER:	Jane Shay Wald		
Signature:	/janeshaywald/		

CH 2528986 \$40.00

Date:

12/09/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is entered into jointly by MDC VACUUM PRODUCTS CORPORATION, a California corporation, with a mailing address c/o Michael Del Castello, 5401 S.E. Scenic Lane, Unit 104, Vancouver, WA 98661 ("**Assignor**"), as assignor, in favor of MDC VACUUM PRODUCTS, LLC, a Delaware limited liability company, with offices located at 23842 Cabot Boulevard, Hayward, CA 94545 ("**Assignee**"), as assignee, with reference to the following facts and circumstances:

WHEREAS, pursuant to Section 2.3 of that certain Contribution and Purchase Agreement dated as of December 9, 2005 (the "**Contribution and Purchase Agreement**"), by and among Assignor, as seller, the Shareholders (as defined therein) and MDC Holding Investments, LLC, a Delaware limited liability company ("**Buyer**"), Assignor has agreed to contribute, convey, assign, transfer and deliver to Assignee all right, title and interest in and to its assets, properties, rights, operations and businesses and all other rights and privileges of every nature, kind and description, whether tangible or intangible (including goodwill), whether accrued, contingent or otherwise, as such assets, properties, operations, businesses, rights and privileges may exist on the date of contribution and as of the date hereof, other than the Excluded Assets;

WHEREAS, pursuant to Section 2.2 of the Contribution and Purchase Agreement, Assignor has agreed to sell, contribute, assign, transfer and deliver to Buyer, free and clear of all Encumbrances, all of the issued and outstanding limited liability company interests of Assignee (unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Contribution and Purchase Agreement);

WHEREAS, Assignor is the proprietor of the following Trademark Registrations in the United States (the "**Trademarks**"):

Trademark	Registration Number	Issue Date
RE-VAP	2,528,986	January 15, 2002

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, including without limitation the Trademark registrations identified above, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to all State registrations of the mark heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and any state thereof, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of this 9th day of December, 2005.

"ASSIGNOR"

MDC VACUUM PRODUCTS CORPORATION,
a California corporation

By: 

Name: Michael Del Castello

Title: Chairman of the Board

"ASSIGNEE"

MDC VACUUM PRODUCTS, LLC,
a Delaware limited liability company

By: MDC Vacuum Products Corporation,
a California corporation, its managing member

By: 

Name: Michael Del Castello

Title: Chairman of the Board