

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laidlaw Corporation		12/28/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Willert Home Products, Inc.		
Street Address:	4044 Park Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78556165	SPACE MATTERZ	
Registration Number:	2544998	PLASTI-SWAT	
Registration Number:	1589991		
CORRESPONDENCE DATA			
Fax Number:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	ejones@armstrongteasdale.com		
Correspondent Name:	David B. Jennings		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	07637-00044		
NAME OF SUBMITTER:	David B. Jennings		
Signature:	/DBJ-ATLLP/		

CH \$90.00 78556165

Date:

01/04/2006

Total Attachments: 2

source=s1779163#page1.tif

source=s1779163#page2.tif

ASSIGNMENT

This ASSIGNMENT, effective as of this 30th day of December, 2005, is made by LAIDLAW CORPORATION, an Illinois corporation, having a place of business at 6625 North Scottsdale Road, Scottsdale, Arizona 85250 ("Assignor") in favor of WILLERT HOME PRODUCTS, INC., a Missouri corporation having a place of business at 4044 Park Avenue, St. Louis, Missouri 63110 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed below and the application and registrations in the United States Patent and Trademark Office with respect to said trademarks (the "Trademarks"):

Trademark

SPACE MATTERZ	Application Ser. No.: 78/556,165
PLASTI-SWAT	Registration No.: 2,544,998
Design only (flyswatter)	Registration No.: 1,589,991

WHEREAS, Assignee is acquiring certain assets of Assignor, including but not limited to, the Trademarks, pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of the 30th of December 2005 (the "Purchase Agreement");

NOW, THEREFORE, for the good and valuable consideration as set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all right, title and interest in and to the Trademarks, inclusive of the goodwill of the business symbolized by the Trademarks, and all past and present rights and powers, statutory and common law which have acquired to Assignor of any and all kind or nature appertaining to the Trademarks. For avoidance of doubt, Assignor does hereby acknowledge that Assignee is the successor to the business of Assignor to which the trademark application for SPACE MATTERZ (Ser. No. 78/556,165) pertains.
2. Assignor agrees to take whatever further reasonable action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Trademarks, to establish full custody of the Trademarks by Assignee, and to set forth and establish the chain of title to the Trademarks. For example, without limitation, Assignor agrees to execute assignments to Assignee regarding the Trademarks as may be required in proceedings throughout the world.
3. This Assignment Agreement shall be governed by the internal laws of the State of Arizona, without reference to its conflicts of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their properly authorized signatories effective as of the date indicated above.

LIDLAW CORPORATION

Dated: 12/28/05

By: [Signature]
Name: Timothy D. Allen
Title: President

STATE OF ARIZONA)
CITY OF Maricopa) SS.

On this 29th day of December in the year 2005, before me, B. Joan Jones, a Notary Public in and for said State, personally appeared Timothy D. Allen, the President of LAIDLAW CORPORATION, an Illinois corporation, known to me to be the person who executed the within Assignment, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

B. Joan Jones
Notary Public

My Commission Expires: 10/28/08

