

## 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
Patton-MacGuyer, Incorporated		01/17/2006	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Brainin-Advance Industries, Inc.		
Street Address:	48 Frank Mossberg Drive		
City:	Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02703		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2266373	ELECTRIX	
Registration Number:	1648036		
CORRESPONDENCE DATA			
Fax Number:	(401)751-0604		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	401-274-7200		
Email:	pcampellone@apslaw.com		
Correspondent Name:	Paul A. Campellone		
Address Line 1:	One Citizens Plaza		
Address Line 2:	Eighth Floor		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	400 305 13		
NAME OF SUBMITTER:	Paul A. Campellone		
Signature:	/Paul A. Campellone/		

TRADEMARK

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Date:

01/19/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**WHEREAS, PATTON-MACGUYER, INCORPORATED**, a corporation organized under the laws of the State of Rhode Island, U.S.A. having principal offices at 17 Virginia Avenue, Providence, Rhode Island 02905, U.S.A., (hereinafter "Assignor"), owns all right, title and interest in, to and under any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks") of the Assignor, which are specifically identified and listed in Schedule A, attached hereto, incorporated herein and made a part hereof; and

**WHEREAS, BRAININ-ADVANCE INDUSTRIES, INC.**, a corporation organized under the laws of the State of Rhode Island, U.S.A. having offices at 48 Frank Mossberg Drive, Attleboro, Massachusetts 02703, U.S.A. (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in, to and under the Trademarks, specifically identified and listed in Schedule A;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged, and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee all right, title, and interest in, to and under: (i) the Trademarks of the Assignor as set forth in Schedule A, and (ii) any and all goodwill relating to the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns; and

**HEREBY AUTHORIZES AND REQUESTS** the respective trademark offices to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations and renewals arising from the Trademarks to Assignee; and

**HEREBY FURTHER AGREES** that Assignor will, upon the request of Assignee, promptly execute and deliver to Assignee any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

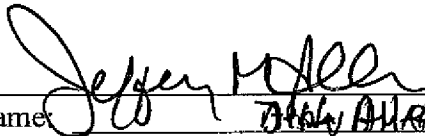
**HEREBY FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER** unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

**HEREBY FURTHER AGREES** that this assignment shall be binding upon the parties and their successors, heirs, assigns, legal representatives and the others acting by, through, with or under their direction, and all those in privity therewith.

EXECUTED this 17<sup>th</sup> day of January, 2006.

**ASSIGNOR:**

**PATTON-MACGUYER, INCORPORATED**

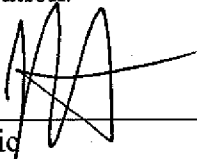
  
Name: Jeffrey Allen  
Title: President

STATE OF RHODE ISLAND )

) SS:

COUNTY OF PROVIDENCE)

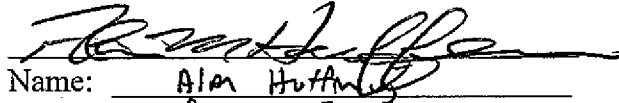
17<sup>th</sup> The foregoing instrument was acknowledged before me in the City of Providence, this day of January, 2006, by Jeffrey Allen, President of Patton-MacGuyer, Incorporated, a Rhode Island, U.S.A. corporation, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/31/06

EXECUTED this 17<sup>th</sup> day of January, 2006.

ASSIGNEE:  
BRAININ-ADVANCE INDUSTRIES, INC.

  
Name: Alan Hutton  
Title: President

STATE OF RHODE ISLAND)

) SS:

COUNTY OF PROVIDENCE)

17<sup>th</sup> The foregoing instrument was acknowledged before me in the City of Providence, this  
day of January, 2006, by Alan Hutton, President of Brainin-Advance  
Industries, Inc., a Rhode Island corporation, on behalf of the corporation.

My Commission Expires: 11/31/06

  
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Notary Public

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration or Application Number</u></b>
Electrix	U.S.	Reg. No. 2,266,373
Lightning Bolt Logo	U.S.	Reg. No. 1,648,036

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