

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
Mr. Bracket, Inc.		06/23/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Empire Scientific, Inc.		
Street Address:	151 East Industry Ct		
City:	Deer Park		
State/Country:	NEW YORK		
Postal Code:	11729		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1390512	MR. BRACKET	
CORRESPONDENCE DATA			
Fax Number:	(612)349-9266		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-349-5740		
Email:	trademark@ptslaw.com		
Correspondent Name:	Michael Bondi		
Address Line 1:	80 South Eighth Street, 4800 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-2100		
ATTORNEY DOCKET NUMBER:	3907.01US01		
NAME OF SUBMITTER:	Michael A. Bondi		
Signature:	/Michael A. Bondi/		
Date:	04/12/2006		

CH \$40.00 1390512

Total Attachments: 4

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TRADEMARK ASSIGNMENT

ASSIGNMENT made this 23rd day of June, 2003, by and between Mr. Bracket, Inc. ("Seller"), a Texas corporation to Empire Scientific, Inc. ("Buyer"), a New York corporation.

WHEREAS, Seller owns and has used, or is using the service marks and trademarks identified in the attached Exhibit A ("the Marks") in the United States.

WHEREAS, Buyer is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as all federal applications and registrations therefor.

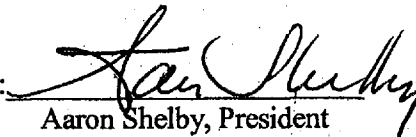
NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration pursuant to that certain Asset Purchase Agreement of even date herewith, the receipt of which is hereby acknowledged, Seller conveys, transfers, and assigns to Buyer all its rights, title, and interest in and to the Marks and the federal applications and registrations therefor (as identified in Exhibits A), together with the goodwill of the business symbolized thereby.

Seller further assigns to Buyer all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Seller warrants that it has good and valid title to the Marks, including the applications and registrations therefor. Seller agrees that upon request by Buyer, Seller shall execute all papers, make all rightful oaths, testify on behalf of Buyer and do all other lawful acts necessary to carry out the intent of this Assignment at Buyer's expense and request, as well as provide such other material, information, or assistance as Buyer may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

Mr. Bracket, Inc., a Texas corporation

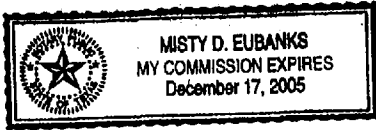
By: 
Aaron Shelby, President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Before me Misty D. Eubanks (Notary printed name) on this day personally appeared Aaron Shelby, President of Mr. Bracket, known to me or proved to me through TX 14393495 (State and DL or ID#) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of June, 2003.



Misty D. Eubanks
Notary Public, State of Texas

EXHIBIT A

TRADEMARKS

U.S. TM: MR. BRACKET

U.S. TM: MR. BRACKET MOBILEELECTRONIC ACCESSORIES (AND DE 0118BR.044352

REFERENCE#

0118BR.037692

REG. DATE

4/22/1986 1390512

12/10/2002 2660216

REG#

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12/10/2002 2660216

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