

3/13/06

RECORD
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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):

Safety Blaster Corporation

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hiatt-Thompson, Corporation

Internal

Address: _____

Street Address: 242 N. Delaplaine Rd.

City: Riverside

State: Illinois

Country: USA Zip: 60546

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

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

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 27, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

1,969,597

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: Vangelis Economou

Internal Address: _____

Street Address: 601 Hunter Road

City: Wilmette

State: IL Zip: 60091

Phone Number: (847) 644-3500

Fax Number: _____

Email Address: PatentLawR@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature:

Vangelis Economou
Signature

March 6, 2006

Date

03/15/2006 D YRNE 00000045 1969597 Vangelis Economou

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Safety Blaster Corporation, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business located at 7200 N. Delaplaine Rd, Riverside, Illinois 60546 (hereinafter "ASSIGNOR"), adopted, used and are using, under the auspices of its sister corporation, Hiatt-Thompson Corporation, a certain mark which is embodied in and the subject of U.S. Trademark Registration No. 1,969,597 of the U.S. Trademark Principal Register and having the following particulars:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Int'l. Class(es)</u>
1,969,597	April 23, 1996	SAFETY BLASTER	009

said mark and registrations referred to herein as the "Trademark Rights"; and

WHEREAS, Hiatt-Thompson, Corporation, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal place of business at 242 N. Delaplaine Rd. Riverside, Illinois 60546 (hereinafter "ASSIGNEE") has acquired certain of ASSIGNOR's business assets, including the Trademark Rights, the marks used by ASSIGNOR to identify its goods and the goodwill of the business related thereto, and all right, title and interest in, to and under said Trademark Rights and to register such acquisition in the U.S. Patent and Trademark Office Assignment records.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, ASSIGNOR has assigned as of the effective date of January 1, 2005 (the "Effective Date"), its Trademark Rights to ASSIGNEE upon the following terms:

1. ASSIGNOR represents and warrants that it owns or had owned as of the Effective Date, the entire right, title and interest in and to the Trademark Rights.

2. ASSIGNOR hereby assigns, nunc pro tunc as of the Effective Date, to ASSIGNEE all right, title and interest in, to and under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights, including all right title and interest to the following U.S. Trademark Registrations:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Int'l. Class(es)</u>
1,969,597	April 23, 1996	SAFETY BLASTER	009

3. And, for the same consideration and as of the Effective Date, ASSIGNOR hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the mark and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, its designees or legal representatives, to bring and maintain any claims or causes of action, in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be

reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants, by this Assignment, that ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

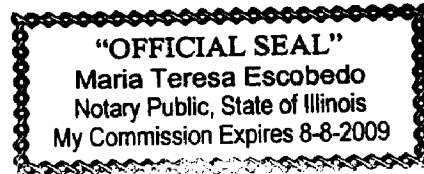
7. The Effective Date of this Trademark Assignment is January 1, 2005, irrespective of the date that the Assignment was actually signed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 day of February, 2006.

Safety Blaster Corporation

By: [Signature]
Dawn Thompson, President

STATE OF Illinois)
)
) ss:
)
COUNTY OF Cook)



[Signature]
Maria Teresa Escobedo

Before me, a Notary Public in and for the County and State aforesaid, appeared Dawn Thompson, to me personally known to be the officer of the corporation, and having authority as of January 1, 2005 to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as her free and voluntary act for the uses and purposes therein expressed.

(SEAL)

Notary Public