

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
Brady Enterprises, Inc.		12/21/2005	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Phelps Industries, LLC		
Street Address:	599 North Avenue		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1592671	DISHWASHER GLISTEN	
CORRESPONDENCE DATA			
Fax Number:	(202)393-5350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 638-6666		
Email:	dmccoy@jhip.com		
Correspondent Name:	Simor L. Moskowitz		
Address Line 1:	400 Seventh Street, N.W.		
Address Line 2:	Jacobson Holman PLLC		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	T07095		
NAME OF SUBMITTER:	Simor L. Moskowitz		
Signature:	/Simor L. Moskowitz/		

OP \$40.00 1592671

Date:

07/20/2006

Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made between BRADY ENTERPRISES, INC., a corporation organized under the laws of the State of Massachusetts, whose address and principal place of business is 167 Moore Road, East Weymouth, Massachusetts 02189 (hereinafter referred to as "Assignor"), and PHELPS INDUSTRIES, LLC, a limited liability company organized under the laws of the State of Massachusetts, whose address and principal place of business at 599 North Avenue, Wakefield, Massachusetts 01880 (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used and/or is using, and is the owner of the trademark DISHWASHER GLISTEN and the U.S. registration therefor, No. 1,592,671 issued April 24, 1990 (hereinafter referred to as the "ASSIGNED MARK"); and

WHEREAS, on or about December 21, 2005, Assignor did assign the ASSIGNED MARK, and the identified registration therefor, together with the goodwill of the business pertaining thereto, to Assignee, but no formal assignment in a form recordable in the U.S. Patent and Trademark Office was ever executed; and

WHEREAS, Assignee now is desirous of recording formal title to the ASSIGNED MARK and the identified registration therefor.

NOW THEREFORE, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, said Assignor does hereby sell, assign, set over and transfer to said Assignee, *nunc pro tunc* as of December 21, 2005, all of its right, title and interest in and to the ASSIGNED MARK, and the identified U.S. registration therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and for the use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for and damages by reason

of past infringement of the ASSIGNED MARK, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused its name to be signed by its duly authorized officer this 15 day of March, 2006.

BRADY ENTERPRISES, INC.

By: Kevin A. Meyer
President

[SEAL]