

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROWNELL & COMPANY INCORPORATED		12/01/2006	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	BADINOTTI NORTH AMERICA INC.
Street Address:	14 POOLES ROAD
City:	MIDHURST, ONTARIO
State/Country:	CANADA
Postal Code:	LOL1X1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0845709	SPUN-TEX
Registration Number:	0845710	NYCOR

CORRESPONDENCE DATA

Fax Number: (860)548-2680
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-786-8313
 Email: sgervais@uks.com
 Correspondent Name: GREGG LALLIER, ESQ.
 Address Line 1: ONE STATE STREET, 24TH FLOOR
 Address Line 4: HARTFORD, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	05113-1
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DOMESTIC REPRESENTATIVE

Name:

OP \$65.00 0845709

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Gregg J. Lallier

Signature:

/Gregg J. Lallier/

Date:

12/18/2006

Total Attachments: 8

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TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT dated as of December 1, 2006 (this "Agreement") is made by and between BROWNELL & COMPANY INCORPORATED, a Connecticut corporation (the "Assignor" or "Licensor") and BADINOTTI NORTH AMERICA INC., a Canadian corporation (the "Assignee" or "Licensee").

WHEREAS, Assignee and Assignor have entered into an Asset Purchase and Sale Agreement (the "Purchase Agreement") dated as of the date hereof, pursuant to which, Assignee is to acquire certain trademarks, servicemarks and tradenames used in connection with the Business (as defined by the Purchase Agreement) (collectively, the "Trademarks");

WHEREAS, a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement is the execution of this Agreement by and between Assignor and Assignee; and

WHEREAS, Assignor and Assignee desire to consummate the transactions contemplated by the Purchase Agreement and to execute this Agreement;

NOW, THEREFORE, for good and valuable consideration paid pursuant to the terms and conditions of the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Assignor holds or owns those Trademarks being conveyed as set forth in Exhibit A attached hereto.

(b) Assignor hereby transfers and assigns to Assignee, pursuant to the terms of the Purchase Agreement, all of its rights in and to such Trademarks listed in Exhibit A, and goodwill associated therewith.

2. License.

(a) Licensor hereby grants to Licensee a non-exclusive (except as set forth in Section 2(i) below), non-transferable license (the "License") to use the "Brownell" trademark and tradename (the "Licensed Mark") solely in conjunction with the Licensee's operation of the Business (as defined in the Purchase Agreement). The term of the License shall commence on the date hereof and continue in perpetuity unless otherwise terminated pursuant to Section 2(g) below.

(b) Licensor represents and warrants that it owns or possesses sufficient legal right, title and interest in and to the Licensed Mark, and has the ability to grant the License, and, to the best of its knowledge, the Licensed Mark, when used by the Licensee as contemplated herein, does not infringe upon the rights of any third party.

(c) Except for the non-exclusive rights to use the Licensed Mark under the License, as granted herein, Licensor reserves all rights in and to the Licensed Mark, including, without limitation, all rights to further use, exploitation and modification of the Licensed Mark, except as otherwise set forth in Section 2(i) below.

(d) Licensee shall have the right to use the Licensed Mark worldwide (the "Territory"), and shall only use the Licensed Mark in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensee shall use the "TM" designation with the Licensed Mark until notice of registration, after which notice the "®" designation shall be used. Licensee shall use such copyright notices as may be prescribed by Licensor.

(e) Licensee agrees that the nature and quality of all use of the Licensed Mark in connection with the Business shall conform to standards set by, and be under the control of, Licensor. Licensee shall not alter or modify the Licensed Mark or conjoin the Licensed Mark or make composite marks with other marks without Licensor's express written permission. All use of the Licensed Mark by Licensee shall be subject to the reasonable approval of Licensor. The form of all use by Licensee of the Licensed Mark must be pre-approved by Licensor. Prior to use of the Licensed Mark by Licensee, Licensee shall submit to Licensor for pre-approval the forms of all literature, documents, packaging, labels, web sites or other materials bearing the Licensed Mark and shall afford Licensor a reasonable opportunity (not less than fifteen (15) business days) to approve or reject such uses. In the event that Licensor does not approve or reject such materials within such 15-day period, such materials shall be deemed accepted.

(f) Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods or services using the Licensed Mark. Licensee agrees to notify Licensor of any unauthorized use of the Licensed Mark, or a confusingly similar mark, by others promptly as it comes to Licensee's attention. Licensor shall have the right and discretion to bring infringement or unfair competition proceedings involving the Licensed Mark, but it may, in its sole discretion, delegate that right to Licensee. The cost of any enforcement action shall be borne by Licensor. The recovery of damages or other compensation relating to any such infringement shall be the property of Licensor. Licensee agrees that (i) ownership of the Licensed Mark and the goodwill relating thereto is vested solely in Licensor, that Licensee's use of the Licensed Mark shall inure exclusively to the benefit of Licensor and that Licensee shall not acquire any rights in the Licensed Mark resulting from its use of the Licensed Mark, and (ii) it will never challenge, contest or question, directly or indirectly, the validity of Licensor's ownership of the Licensed Mark, or any mark containing or consisting of the Licensed Mark or any applications or registrations thereof by Licensor anywhere in the world. Licensee agrees that it will never apply for or permit registration of the Licensed Mark or any words that are confusingly similar to the Licensed Mark, or make any type of application or filing that would affect Licensor's ownership of the Licensed Mark, nor take any action, or fail to take any action, which would affect or impair Licensor's rights in and to the Licensed Mark anywhere in the world.

(g) The License may be terminated by either party upon written notice of a breach that remains uncured, absent commercially reasonable efforts by the breaching party to effect such cure, for thirty (30) days after such written notice. Without limiting the foregoing, the

License may be terminated by Licensor: (i) on not less than thirty (30) days' prior written notice from Licensor to Licensee upon the sale, winding-up, consolidation or merger of Licensee, or governmental sequestration of its assets, (ii) if Licensee, or its affiliates, members, managers, officers, directors, employees, or agents take(s) any action in connection with the sale, advertising, distribution, dissemination, or promotion of the Licensed Mark that damages, causes a lien, encumbrance, order or judgment upon the Licensed Mark, or reflects adversely upon Licensor or the Licensed Mark, unless Licensee remedies this breach to Licensor's satisfaction within thirty (30) days, (iii) if Licensee fails to make commercial use of the Licensed Mark in the Territory for a period of six (6) or more consecutive months or (iv) the Licensee's use of the Licensed Mark has caused confusion in the marketplace as to the source of the business, goods or services of Licensor and Licensee. The License will automatically terminate without further action or notice if (A) Licensee dissolves or ceases to do business for more than thirty (30) consecutive days, unless otherwise agreed upon in writing by the parties, or (B) if Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or if Licensee files a petition in bankruptcy or is adjudicated bankrupt or insolvent. Upon termination/expiration of this License, Licensee agrees to discontinue all use of the Licensed Mark, provided, however, (x) Licensee shall have a commercially reasonable amount of time after termination/expiration to use the Licensed Mark in order to fulfill orders for products using the Licensed Mark in existence or substantially completed on the termination/expiration date, even if completion of said orders extends beyond the termination/expiration date, and (y) Licensee shall have ninety (90) days after termination/expiration of the License to sell any remaining inventory using the Licensed Mark, except, however, if the License is terminated by Licensor for breach of this Agreement, in which case Licensee shall not have the option of selling off such inventory, shall dispose of such inventory at its expense, and shall not use the Licensed Mark in any manner whatsoever.

(h) Licensee hereby warrants and undertakes, for and on behalf of itself and its sublicensees, that it shall indemnify, defend and hold harmless Licensor and its affiliates, franchisees, successors and assigns from and against any and all claims, losses or liabilities whatsoever (including reasonable attorneys' and accountants' fees) that may directly or indirectly arise from or in connection with (i) the breach by Licensee of any of its obligations under the License or (ii) Licensee's actions or omissions relating to Licensee's use of the Licensed Mark or promotion, sale or service of Licensee's products or services bearing the Licensed Mark. Licensor hereby warrants and undertakes, for and on behalf of itself and its sublicensees, that it shall indemnify, defend and hold harmless Licensee and its affiliates, franchisees, successors and assigns from and against any and all claims, losses or liabilities whatsoever (including reasonable attorneys' and accountants' fees) that may directly or indirectly arise from or in connection with the breach by Licensor of any of its obligations, representations or warranties under the License.

(i) Notwithstanding the non-exclusivity of the License, Licensor shall not use the Licensed Mark, or grant to any third parties the right to use the Licensed Mark, in connection with the Business at any time during which the License is in effect, including, without limitation, after the expiration or termination of the Non Compete Agreement (as defined by the Purchase Agreement).

3. **Consideration Acknowledged.** The Assignor hereto acknowledges that the consideration set forth in the Purchase Agreement is sufficient for the agreements set forth herein.

4. **Complete Agreement.** This Agreement, together with the Purchase Agreement and the other agreements, documents and certificates executed in connection herewith and therewith, represent the entire agreements among the parties hereto with respect to the transactions contemplated herein, and supersede all previous negotiations, commitments and writings.

5. **Binding Effect; Benefits.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and legal representatives; nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6. **Amendment and Waiver.** This Agreement may not be changed or terminated orally. No waiver of compliance with any provision or condition hereof, and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent.

7. **Notices.** All notices or other communications required or permitted hereunder shall be delivered pursuant to the Purchase Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

9. **Remedies.** The rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full or partial termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedy and the aggrieved party shall in all events be entitled to seek whatever additional remedy may be available in law or in equity that are not expressly precluded by this Agreement.

10. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other

electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

11. **Miscellaneous.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "include" or "including" means include or including, without limitation. Wherever the singular number is used for any noun, pronoun or verb in this Agreement, such noun, pronoun or verb shall be deemed to include the plural number, and the plural number shall likewise be deemed to include the singular, as the context may require. The word "person" means an individual, corporation, limited liability company, partnership, limited partnership or any other legal entity. The word "affiliate" means, as to any person, any other person which directly or indirectly controls or owns, or is controlled or owned by, or is under common control or ownership with, such person; the term "control" (and its correlative meanings "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a person, whether through ownership of voting stock, by contract or otherwise; and the term "own" (and its correlative meanings "owned by" and "under common ownership with") means the possession, directly or indirectly, of the ownership interests or securities of a person. Reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually. Reference to any gender includes each other gender. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. Reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder. The words "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof. The word "or" is used in the inclusive sense of "and/or". With respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding". References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. References to any section include all subsections unless expressly excluded.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

[Signature Page to Trademark Assignment and License Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

Exhibit A attached hereto and made a part hereof.

ASSIGNOR/LICENSOR

BROWNELL & COMPANY INCORPORATED

By: 
 Name: Anthony A. Ferraz
 Title: President

STATE OF CONNECTICUT)
) ss: _____
 COUNTY OF)

On this the ___ day of _____, 2006, before me, the undersigned officer, personally appeared Anthony A. Ferraz, known to me (or satisfactorily proven) to be the President of **BROWNELL & COMPANY INCORPORATED**, a Connecticut corporation, and acknowledged that he executed the same for the purposes therein contained as his free act and deed as such officer and the free act and deed of said corporation.

In Witness Whereof I hereunto set my hand.

Notary Public
 Seal:
 Notary Public
 Seal:

ASSIGNEE/LICENSEE

BADINOTTI NORTH AMERICA INC.

By: _____
 Name: Ingolf Goetz
 Title:

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

Exhibit A attached hereto and made a part hereof.

ASSIGNOR/LICENSOR

BROWNELL & COMPANY INCORPORATED

By: _____
Name: Anthony A. Ferraz
Title: President

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF)

On this the ___ day of _____, 2006, before me, the undersigned officer, personally appeared Anthony A. Ferraz, known to me (or satisfactorily proven) to be the President of **BROWNELL & COMPANY INCORPORATED**, a Connecticut corporation, and acknowledged that he executed the same for the purposes therein contained as his free act and deed as such officer and the free act and deed of said corporation.

In Witness Whereof I hereunto set my hand.

Notary Public
Seal:
Notary Public
Seal:

ASSIGNEE/LICENSEE


BADINOTTI NORTH AMERICA INC.
By: 
Name: Ingolf Goetz
Title:

EXHIBIT A

Trademarks

1. Word mark: SPUN-TEX
U.S. Registration No. 0845709
2. Word mark: NYCOR
U.S. Registration No. 0845710