

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
R. L. Drake Company		12/31/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	R. L. Drake, LLC		
Street Address:	230 Industrial Drive		
City:	Franklin		
State/Country:	OHIO		
Postal Code:	45005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996788	DRAKE	
Registration Number:	1539173	EZ VIEW	
CORRESPONDENCE DATA			
Fax Number:	(781)622-5933		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	781 622 5930		
Email:	trademark@mbbp.com		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	1601 Trapelo Road		
Address Line 2:	Suite 205		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	HASTINGS-DRAKE		
NAME OF SUBMITTER:	Thomas F. Dunn		
Signature:	/Thomas F. Dunn/		

CH \$65.00 2996788

Date:

01/18/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is entered into as of December 31, 2006 (the "Effective Date"), by and between R. L. Drake Company, an Ohio corporation ("Assignor") and R. L. Drake, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement of even date herewith, (the "Asset Purchase Agreement") Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee substantially all of the assets of the Assignor; and

WHEREAS, among the assets of Assignor are the trademarks set forth in Exhibit A attached hereto (the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest it may now have, may ever have had or may ever have, in and to the Marks and the good will of the business symbolized thereby, including all rights to sue and recover for past infringements thereof.

This Agreement may be presented to appropriate government entities to record Assignee's ownership of the Marks. Assignor agrees that it will, without demanding any further consideration therefore, at the request but at expense of the Assignee, do all lawful and just acts pertaining to the Marks, including without limitation acts to further the perfection of the Assignee's right to the Marks, the issuance of renewals, or the recordation of documents. If Assignee is unable for any reason whatsoever, including Assignee's inability after expending reasonable efforts to locate Assignor or its officers, to secure Assignor's signature to do any lawful and just act pertaining to the Marks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's attorney-in-fact to act for Assignor to do all such lawful and just acts pertaining to the Marks with the same legal force and effect as if executed by Assignor. This appointment is coupled with an interest in and to the Marks and shall survive Assignee's dissolution.

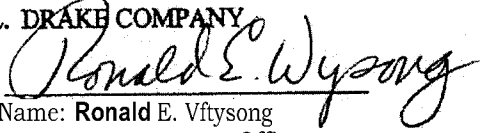
Neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

[Remainder of page intentionally left blank]

DATE: December 31, 2006

R. L. DRAKE COMPANY

By:



Name: **Ronald E. Wityson**

Title: Chief Executive Officer

TRADEMARK

REEL: 003463 FRAME: 0145

Exhibit A

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION</u> <u>NO.</u>	<u>NEXT</u> <u>ACTION</u> <u>DUE</u>	<u>COUNTRY</u>
DRAKE	R. L. Drake Company	969,221	Renewal due 03/29/07	Germany
DRAKE	R. L. Drake Company	349,155	Renewal due 01/70-1/17	Italy
DRAKE	R. L. Drake Company	1,406,111	Renewal due 04/29/07	France
DRAKE	R. L. Drake Company	P288,683	Renewal due 05/17,2007	Switzerland
DRAKE	R. L. Drake Company	B1081595	Renewal due 07/27/08	United Kingdom
DRAKE	R. L. Drake Company	101980,	Renewal due 05/01/2009	Norway
DRAKE	R. L. Drake Company	68262	Renewal due 02/26/11	Lebanon
DRAKE	R. L. Drake Company	TM17974	Renewal due 09/28/11	Bahrain
DRAKE	R. L. Drake Company	2996788	Renewal due 09/20/15	USA
DRAKE	R. L. Drake Company	TMA318883	Renewal due 09/26/16	Canada
EZ VIEW	R. L. Drake Company	1539173	Renewal due 05/16/2009	USA
DRAKE	R. L. Drake Company	38,782	04/19/2007: (Seller'does' not plan to renew	BENFLUX

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