

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brady Enterprises, Inc.		05/08/2007	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Brady Jr.		
<b>Street Address:</b>	10 Heritage Lane		
<b>City:</b>	East Weymouth		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02189		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0786098	FUNNY-FACE	
Registration Number:	0802344		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)773-9996		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617 773 6866		
<b>Email:</b>	dnielson@ddnlaw.com		
<b>Correspondent Name:</b>	David D. Nielson		
<b>Address Line 1:</b>	1212 Hancock Street		
<b>Address Line 4:</b>	Quincy, MASSACHUSETTS 02169		
<b>ATTORNEY DOCKET NUMBER:</b>	25101-009		
<b>NAME OF SUBMITTER:</b>	David D Nielson		
<b>Signature:</b>	/David D Nielson/		

OP \$65.00 0786098

Date:

05/10/2007

**Total Attachments: 3**

source=070508 Assignment Agreement#page1.tif

source=070508 Assignment Agreement#page2.tif

source=070508 Assignment Agreement#page3.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT made effective as of the 5 day of 08, 2007.

**BETWEEN:**

**BRADY ENTERPRISES, INC**

a corporation duly incorporated under the laws of the State of Massachusetts  
having an office at  
167 Moore Road  
East Weymouth, Massachusetts 02189  
(the "Assignor")

- and -

**JOHN BRADY JR.**

a person  
residing at  
10 Heritage Ln  
East Weymouth, MA 02189  
(the "Assignee")

**WHEREAS:**

- A. The Assignor is the registered owner of certain trademarks ("Trademarks") registered with the United States Patent and Trademark Office ("USPTO"), as more particularly described in Schedule A to this Agreement, which is attached hereto and made a part hereof;
- B. The Assignor desires to assign the Trademark to the Assignee, and the Assignee desires to accept the assignment of the Trademark.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Transfer of Trademark.** The Assignor agrees to transfer registered ownership of the Trademarks into the name of the Assignee. The fees for registering the change of ownership shall be paid by the Assignee;
2. **Assignment Fees.** The Assignee shall pay the Assignor the sum of USD \$1.00 for the Trademarks transferred hereunder,
3. **Representations and Warranties of Assignor.**

The Assignor hereby makes no representation or warranty except as follows:

- (a) the Assignor has the full authority and corporate power to make the assignments hereunder, and has obtained all consents and approvals from shareholders, third parties, or governmental or regulatory bodies required to execute and perform this Agreement, in accordance with all applicable laws and regulations;
- (b) upon execution of this Agreement, the Agreement will constitute a legal, valid and binding contract of the Assignor, enforceable against the Assignor in accordance with its terms;

(c) the Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment hereunder.

4. **Representations and Warranties of Assignee.**

The Assignee hereby makes no representation and warranties except as follows:

(a) upon execution of this Agreement, the Agreement will constitute a legal, valid and binding contract of the Assignee, enforceable against the Assignee in accordance with its terms.

5. **Effective Date of Agreement.** This Agreement shall be effective as of the date first set forth above.

6. **Settlement of Disputes.** The parties shall strive to settle any dispute arising from the interpretation or performance of this Agreement through amicable discussion within thirty (30) days after one party notifies the other in writing requesting such discussion. In the event that no settlement can be reached through discussion, the parties agree that the matter shall be submitted to arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rule then in force in the United States and shall take place in Massachusetts. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction.

7. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the laws of the United States applicable therein.

8. **Amendments.** This Agreement may not be modified or amended except with the written consent of the parties.

9. **Severability.** If any of the provisions of this Agreement shall be held to be indefinite, invalid, illegal or otherwise unenforceable, in whole or in part, for any reason, by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall continue in full force and effect and shall be construed as if such indefinite, invalid, illegal or unenforceable provision had not been contained herein.

10. **Schedules.** Any Schedules attached hereto form an integral part of this Agreement.

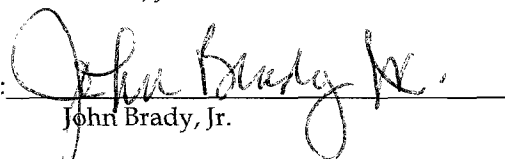
11. **Counterpart.** This Agreement may be executed in counterparts each of which is deemed to be an original but all of which taken together shall constitute one Agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

BRADY ENTERPRISES, INC.

JOHN BRADY, JR.

By:   
John Brady, Sr.  
President and CEO

By:   
John Brady, Jr.

**Schedule A  
to Trademark Assignment Agreement  
between Brady Enterprises, Inc and John Brady, Jr.**

**Details of Trademark Registration**

**First Assignment:**

Trademark:

*FUNNY-FACE*

Registration Date:

*1965-09-14*

*RENEWED 2005-09-14*

Serial Number:

*78/188572*

Registration Number:

*786098*

**Second Assignment:**

Trademark:



Registration Date:

*1966-01-18*

*RENEWED 1986-01-18*

Serial Number:

*72/215261*

Registration Number:

*0802344*