

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
Joseph Bevilacqua		05/25/2007	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	B-Dry System, Inc.		
Street Address:	2305 Zulla Road		
City:	Middleburg		
State/Country:	VIRGINIA		
Postal Code:	20117		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75854632	A-SEAL	
Serial Number:	76036064	A-SEAL	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2236		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8047751194		
Email:	astinson@mcguirewoods.com		
Correspondent Name:	Anjanette Plichta Stinson		
Address Line 1:	One James Center, 901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23221		
ATTORNEY DOCKET NUMBER:	2044752-0004		
NAME OF SUBMITTER:	Anjanette Plichta Stinson		
Signature:	/Anjanette Plichta Stinson/		
Date:	05/31/2007		

OP \$65.00 75854632

Total Attachments: 2
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FROM :

05/24/2007 16:50 3382586559

BUCKINGHAM DOOLITTLE

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ASSIGNMENT OF RIGHTS IN MARKS

This Assignment of Rights in Marks (this "Assignment") is made as of May 25, 2007, by Joseph Bevilacqua, an individual with an address of 260 Burgard Road, Markedon, PA 19851 ("Assignor"), in favor of B-Dry System, Inc., an Ohio corporation, with a principal address of 2305 Zula Road, Middleburg, Virginia 20117 ("Assignee").

Assignor desires to transfer to Assignee Assignor's rights and interests in marks, together with the goodwill that Assignor has developed in such marks.

NOW, THEREFORE, for good and valuable consideration exchanged pursuant to the Intellectual Property Purchase Agreement executed by the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignment of Rights. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers (collectively, the "Marks"), as well as all translations, adaptations, derivations, and combinations of the Marks, together with the goodwill that Assignor has developed in the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Furthermore, the rights assigned hereunder specifically include the right to sue for any and all past infringements of the Marks, and to receive any and all damages awarded as a result of any such claim.

Representations, Warranties, and Covenants. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment; and that this Assignment will not violate Assignor's obligations to or with any third party. Assignor shall not, at any time, contest the validity or enforceability of the Marks, or take any action that would impair the value of the Marks. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

Joseph Bevilacqua
Joseph Bevilacqua

State of: Pennsylvania County/City of: Somerset to-wit:

The foregoing certificate was subscribed and sworn to before me by: Joseph Bevilacqua on the 25 day of May, 2007.


Signature of Notary Public: Jodi Lynn Revello Printed Name: Jodi Lynn Revello

My Commission Expires: June 20, 2009

Notarial Seal
Jodi Lynn Revello, Notary Public
Somerset Twp., Somerset County
My Commission Expires June 20, 2009



Schedule 1

Mark	Filing Date	Serial Number	Registration Date	Registration Number
A-SEAL	November 22, 1999	75/854,632	July 10, 2001	2,468,491
A-SEAL and Design 	April 27, 2000	76/036,064	April 2, 2002	2,554,953