

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JARD Corporation		05/30/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Motors & Armatures, Inc.		
Street Address:	250 Rabro Drive East		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2405401	JARD	
CORRESPONDENCE DATA			
Fax Number:	(973)994-2767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(973) 740-1200		
Email:	lboccher@marcusbrodylaw.com		
Correspondent Name:	Ira B Marcus, Esq.		
Address Line 1:	Marcus, Brody, Ford, Kessler & Sahner		
Address Line 2:	5 Becker Farm Road		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Ira B Marcus, Esq.		
Signature:	/Ira B Marcus/		
Date:	06/05/2007		

OP \$40.00 2405401

Total Attachments: 7

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT is made this 30th day of May, 2007 by JARD CORPORATION, a Florida corporation (the "Assignor") to MOTORS & ARMATURES, INC., a New York corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated May 30, 2007, among the Assignor, the Assignee, Andrew H. Myers and Lori B. Myers (the "Asset Purchase Agreement"), the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, certain of the Seller's assets relating to the Assignor's Business, including, without limitation, the Intellectual Property; and

WHEREAS, the Assignor is willing, in connection with certain transactions being consummated on the date hereof, to assign to the Assignee all of the Assignor's right, title and interest in and to (i) all common law trademarks, U.S. trademark registrations and applications for registration listed on Schedule A attached hereto and the goodwill associated with the same, and (ii) all foreign trademark registrations, applications and rights listed on Schedule B attached hereto and the goodwill associated with the same (collectively, the "Trademarks"); and

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title and interest in, to and under the Trademarks; and

WHEREAS, capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ASSIGNMENT

The Assignor has sold, assigned, transferred and set over, and does hereby grant and exclusively assign to the Assignee, its successors, legal representatives and assigns, all of the Assignor's right, title and interest in and to the Trademarks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by the Assignee for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor has this sale and assignment not been made.

ARTICLE II

RECORDING OF ASSIGNMENT

The Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record the Assignee as the Assignee and owner of the registered trademarks and applications for registrations set forth on Schedule A, for the sole use and enjoyment of the Assignee, its successors, legal representatives and assigns.

ARTICLE III

MISCELLANEOUS

3.1 Representations and Warranties. The representations, warranties and covenants with respect to the Trademarks are solely those set forth in, and are governed by, the Asset Purchase Agreement, which is incorporated herein by reference.

3.2 Effect on Agreement. Nothing contained in this instrument is intended to constitute a modification of any of the provisions of the Asset Purchase Agreement, including without limitation, Article I thereof. In the event of any conflict between the terms of this instrument and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

3.3 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

3.4 Headings. The paragraph headings contained in this Assignment are for convenience only and shall not influence construction or interpretation of this Assignment.

(signatures on following page)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:

JARD CORPORATION

By: _____

MOTORS & ARMATURES, INC.

By: Edward A. Chernoff

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:

Mary Beth Lewis

JARD CORPORATION

By: Andrew W. Meyer, President

MOTORS & ARMATURES, INC.

By: _____

State of FLORIDA
County of PALM BEACH

Corporate Acknowledgment

I certify that before me appeared this day ANDY H. MYERS, a person known to me, who after being sworn stated he/she is PRESIDENT of JARD Corporation, a Florida corporation and is duly authorized to act on behalf of said corporation, and being informed of the contents thereof, acknowledged execution of the foregoing assignment on behalf of said corporation.

Witness my hand and official seal, this 30th day of MAY, 2007.


NOTARY PUBLIC



SCHEDULE A

JARD trademark – registration no. 2,405,401

JARD Magnetics – tradename

SCHEDULE B

None