

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
Ray Allen Manufacturing Co., Inc.		04/27/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ray Allen Manufacturing, LLC		
Street Address:	975 Ford Street		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80915		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76267555	RAY ALLEN	
Serial Number:	76267566	RAY ALLEN PROFFESIONAL K-9 EQUIPMENT	
Serial Number:	76267920	RAY ALLEN TACTICAL RESPONSE EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	(317)592-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172362251		
Email:	Dustin.DuBois@icemiller.com		
Correspondent Name:	Dustin DuBois		
Address Line 1:	One American Square		
Address Line 2:	Suite 3100		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Dustin DuBois		
Signature:	/DustinDuBois/		

OP \$90.00 76267555

Date:

07/16/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of April 27, 2007 (the "Effective Date"), by and between Ray Allen Manufacturing, LLC, a Delaware limited liability company ("Assignee") and Ray Allen Manufacturing Co., Inc., a Colorado corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks and Assignee is desirous of acquiring such trademarks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Trademarks to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment

hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Representations. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

RAY ALLEN MANUFACTURING CO., INC.

By: [Signature]

Print: Frank W. Howard

Title: President

ASSIGNEE:

RAY ALLEN MANUFACTURING, LLC

By: _____

Print: _____

Title: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Colorado)

COUNTY OF El Paso) ss:

On this 27th day of April, 2007, there appeared before me Frank W. Howard, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

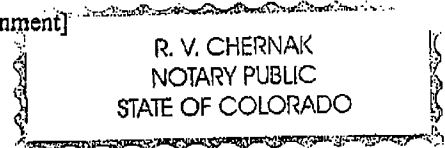
[Signature]
Signed

My Commission Expires: 4/17/08

Ren Chernak
Printed

County of Residence: El Paso

[Ray Allen LLC/Ray Allen Co - Trademark Assignment]



Commission Expires Apr. 17, 2008

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

RAY ALLEN MANUFACTURING CO., INC.

By: _____

Print: _____

Title: _____

ASSIGNEE:

RAY ALLEN MANUFACTURING, LLC

By: Edward H. Benford

Print: Edward H. Benford

Title: Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of April, 2007, there appeared before me _____, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Signed

My Commission Expires: _____

Printed

County of Residence: _____

[Ray Allen LLC/Ray Allen Co – Trademark Assignment]

Schedule A

TRADEMARKS

Word Mark	Serial Number	Reg. Number	Live/Dead
RAY ALLEN	76267555	2594212	LIVE
RAY ALLEN PROFESSIONAL K-9 EQUIPMENT	76267566	2708545	LIVE
RAY ALLEN TACTICAL RESPONSE EQUIPMENT	76267920	N/A	DEAD