

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
Bruce Industries, Inc.		08/10/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Bruce Aerospace, Inc.		
Street Address:	101 Evans Avenue		
City:	Dayton		
State/Country:	NEVADA		
Postal Code:	89403-1700		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1364180	WE LIGHT THE SKIES	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7577		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Melinda M. Lothes		
Address Line 1:	1900 East 9th Street		
Address Line 2:	3200 National City Center		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	27056-000119		
NAME OF SUBMITTER:	Melinda M. Lothes		
Signature:	/Melinda M. Lothes/		
Date:	09/11/2007		

CH \$40.00 1364180

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August 10, 2007 (this "Assignment") by and between BRUCE INDUSTRIES, INC., a Nevada corporation ("Assignor"), and BRUCE AEROSPACE, INC., a Delaware corporation ("Assignee").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following: (a) Assignor's entire right, title and interest in and to the trademarks and service marks listed on Schedule A (the "Trademarks") in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the business(es) carried on in connection with such Trademarks; and (b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and (c) any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to any and all Trademarks, including without limitation, the right to recover for past, present or future infringements of such Trademarks; and (d) all rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. If any provision of this Assignment is adjudged unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these terms otherwise remain in full force and effect and enforceable. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

BRUCE INDUSTRIES, INC. ("Assignor")

BRUCE AEROSPACE, INC. ("Assignee")

By: 

By: _____

Name: James S. Bradshaw

Name: _____

Title: Chief Financial Officer

Title: _____

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of August _____, 2007 (this "Assignment") by and between BRUCE INDUSTRIES, INC., a Nevada corporation ("Assignor"), and BRUCE AEROSPACE, INC., a Delaware corporation ("Assignee").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, grants and transfers unto Assignee the following: (a) Assignor's entire right, title and interest in and to the trademarks and service marks listed on Schedule A (the "Trademarks") in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the business(es) carried on in connection with such Trademarks; and (b) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and (c) any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to any and all Trademarks, including without limitation, the right to recover for past, present or future infringements of such Trademarks; and (d) all rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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BRUCE INDUSTRIES, INC. ("Assignor")

BRUCE AEROSPACE, INC. ("Assignee")

By: _____

By: Carlynn

Name: _____

Name: Gregory Rukus

Title: _____

Title: Treasurer & Secretary

SCHEDULE A

TRADEMARKS/SERVICE MARKS

Registered Marks

MARK	JURISDICTION	REGISTRATION NO.
WE LIGHT THE SKIES	United States	1,364,180
REGIONAL PATHFINDER	Nevada	TM00260294

Common Law Marks

JUST PLUG US IN

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