

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
Brookdale International Systems Inc.		10/11/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Essex P.B. & R. Corp.		
Street Address:	8007 Chivvis Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63123		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2712966	EVAC-U8	
Registration Number:	2817938	EVACPAC	
Registration Number:	2883204	EVAC+	
Registration Number:	2923453	EVACPRO	
CORRESPONDENCE DATA			
Fax Number:	(314)612-1301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-444-7783		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Kirk A. Damman		
Address Line 1:	500 N. Broadway, Suite 2000		
Address Line 2:	Box IP Department		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	BROOKDALE		

OP \$115.00 2712966

NAME OF SUBMITTER:	Kirk Damman
Signature:	/Kirk A Damman/
Date:	11/08/2007
Total Attachments: 5 source=TMAssignment#page1.tif source=TMAssignment#page2.tif source=TMAssignment#page3.tif source=TMAssignment#page4.tif source=TMAssignment#page5.tif	

ASSIGNMENT OF TRADE-MARKS

THIS ASSIGNMENT is made effective as of the 11th day of October, 2007

BETWEEN:

BROOKDALE INTERNATIONAL SYSTEMS INC., a company incorporated pursuant to the laws of British Columbia, with an address of 1-8755 Ash Street, Vancouver, British Columbia V6P 6T3 Canada

(the "Assignor")

AND:

ESSEX P.B. & R. CORP., a company incorporated pursuant to the laws of the State of Missouri, U.S.A., with an address of 8007 Chivvis Drive, Saint Louis, Missouri 63123, U.S.A.

(the "Assignee")

WHEREAS:

1. Assignor is the sole owner of certain Trade-marks and registrations in the United States Patent and Trademark Office ("USPTO") and the Canadian Intellectual Property Office ("CIPO"), including the registrations set forth more fully in Schedules A and B attached hereto and incorporated by reference herein (the "Trade-marks");
2. Pursuant to an Agreement of Purchase and Sale made as of July 26, 2007, the Assignor agreed to sell and the Assignee agree to purchase all of the Assignor's right, title and interest in all intellectual property associated with the EVAC PRO/Smoke Eater product line, including the Trade-marks.
3. The Assignor and the Assignee wish to execute this assignment to permit the Assignee to be recorded as the owner of the Trade-marks.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration now paid by or on behalf of the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor, as full legal and beneficial owner, hereby sells, assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Trade-marks, including, without limitation, all common law rights connected with the Trade-marks, all applications filed to register the Trade-marks and all registrations issued from them, the goodwill in the Trade-marks, the right to market the services under the Trade-marks using the same distinctive get-up and indicia as the Assignor has previously done, and the right to bring proceedings for past, present and future infringement of the Trade-marks, to hold unto the Assignee absolutely.

Assignor covenants and agrees that it will, whenever so requested by the Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the files of registration herein described.

11 th IN WITNESS WHEREOF the parties have executed this Assignment as of the 11 day of October, 2007.

For the Assignor:

BROOKDALE INTERNATIONAL SYSTEMS, INC.

Per: 

Name: Derrick Russell

Title: President and Chief Executive Officer

Signed by

in the presence of: 

Signature of Witness

Name of Witness

For the Assignee:

ESSEX P.B. & R. CORP.

Per: _____

Name: Keith B. Guller

Title: Chief Executive

Signed by

in the presence of: _____

Signature of Witness

Name of Witness

Assignor covenants and agrees that it will, whenever so requested by the Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the files of registration herein described.

IN WITNESS WHEREOF the parties have executed this Assignment as of the _____ day of October, 2007.

For the Assignor:

BROOKDALE INTERNATIONAL SYSTEMS, INC.

Per: _____
Name: Derrick Russell
Title: President and Chief Executive Officer

Signed by
in the presence of:

Signature of Witness

Name of Witness

For the Assignee:

ESSEX P.B. & R. CORP.

Per: *Dave Hunley*
Name: ~~Keith B. Guller~~ Dave Hunley
Title: ~~Chief Executive~~ VP of Operations

Signed by
in the presence of:

Steven S. Poindexter
Signature of Witness

Name of Witness

SCHEDULE A

Canadian Trade-mark Applications and Registrations

<u>Trade-mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
EVAC-U8	715,798	TMA419,328	Registered
EVAC-PAC	1,171,422	TMA664,431	Registered
EVAC+	1,171,423	TMA619,193	Registered
EVAC-PRO	1,131,827	TMA635,489	Registered

SCHEDULE B

United States Trademark Applications and Registrations

<u>Trade-mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
EVAC-U8	76/358,412	2,712,966	Registered
EVACPAC	76/297,299	2,817,938	Registered
EVAC+	78/216,451	2,883,204	Registered
EVACPRO	78/367,784	2,923,453	Registered