

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
Groom Industries, Inc.		04/11/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bridgewater, Inc.
Doing Business As:	DBA Bridgepoint Systems
Street Address:	4282 South 590 West
Internal Address:	c/o J.D. Oldham
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84123
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1972852	GRANDI BRUSH
Registration Number:	2740053	GRANDI GROOM
Registration Number:	1819955	HANDI BRUSH
Registration Number:	1586548	HANDI GROOM
Registration Number:	1586429	HANDI-KIT
Registration Number:	1218143	PERKY
Registration Number:	2294221	PERKY BRUSH
Registration Number:	1260739	PERKY SPOTTER
Registration Number:	1247588	WHIZGROOM

CORRESPONDENCE DATA

Fax Number: (801)880-9074

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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**TRADEMARK
 REEL: 003766 FRAME: 0367**

CH \$240.00 1972852

Phone: 801-933-372
Email: peters.carolyn@dorsey.com
Correspondent Name: Carolyn Peters
Address Line 1: 136 S. Main Street, Ste 1000
Address Line 2: Dorsey & Whitney LLP
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	484243-1
NAME OF SUBMITTER:	Carolyn Peters
Signature:	/s/ Carolyn Peters
Date:	04/25/2008

Total Attachments: 5

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ASSIGNMENT OF UNITED STATES TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "*Assignment*") made as of April 11, 2008 by Groom Industries, Inc., an Illinois corporation, having a principal place of business at 3007 South Alpine Road, Rockford, Illinois, 61109 ("*Assignor*") to Bridgewater, Inc., a Utah corporation, having a principal place of business at 4282 South 590 West, Salt Lake City, Utah 84123 ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of April 11, 2008 (the "*Agreement*"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which applications for registration has been filed in, the United States Patent and Trademark Office (the "*Assigned Marks*"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Assigned Marks;

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

Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of liens or encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing, Assignor hereby agrees that Assignor shall promptly execute, acknowledge and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.


All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Utah, without giving effect to the conflict of laws rules thereof.

[Signature page follows]

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

GROOM INDUSTRIES, INC.

By: 
Name: JAMES A. LUNDSTROM
Title: ELECTIVE VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF WINNEBAGO

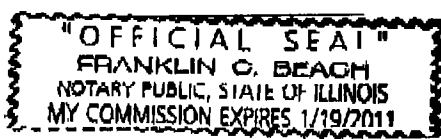
The foregoing instrument was acknowledged before me this 4/11/08
by Jim Lundeberg, Ex. Vice Pres.

[Signature]
(Signature of Person Taking Acknowledgment)
Title: Notary

My commission expires:

Residing at:

296 Greenhood Ave
Alton, IL 61817



SCHEDULE I

Trademark Registrations

Trademark	Registration Number	Registration Date
GRANDI BRUSH	1972852	1996-05-07
GRANDI GROOM	2740053	2003-07-22
HANDI BRUSH	1819955	1994-02-08
HANDI GROOM	1586548	1990-03-13
HANDI-KIT (Not HANDI KIT)	1586429	1990-03-13
PERKY	1218143	1982-11-30
PERKY BRUSH	2294221	1999-11-23
PERKY SPOTTER	1260739	1983-12-13
WHIZGROOM	1247588	1983-08-09