

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
BDS MANAGEMENT GROUP, INC.		09/18/2008	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	B-DRY SYSTEM, INC.		
Street Address:	455 South 4th Street		
Internal Address:	394 Hertz Starks Building		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1505188	B-DRY	
CORRESPONDENCE DATA			
Fax Number:	(502)588-1960		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5026252784		
Email:	sduvall@midreut.com		
Correspondent Name:	Scot A. Duvall		
Address Line 1:	2500 Brown & Williamson Tower		
Address Line 2:	Middleton Reutlinger		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	ZQ673-08004		
NAME OF SUBMITTER:	Scot A. Duvall		
Signature:	/Scot A. Duvall/		

OP \$40.00 1505188

Date:

09/19/2008

Total Attachments: 2

source=Assignment BDSM to BDSI-091808#page1.tif

source=Assignment BDSM to BDSI-091808#page2.tif

AGREEMENT AND ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT AND ASSIGNMENT is between B-DRY SYSTEM, INC. ("Assignee"), an Ohio corporation; and BDS MANAGEMENT GROUP, INC. ("Assignor"), a corporation organized and existing under the laws of Kentucky, located and doing business at 455 South 4th Street, Louisville, Kentucky 40202, and is effective as of the 18th day of September, 2008 (the "Effective Date").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark attached on Schedule A hereto (the "Mark") in the United States of America, and the related U.S. Registration referenced therein arising under United States federal law;

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor hereby assigns to Assignee, as of the Effective Date, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:

a. All right, title and interest in and to the Mark and Registration, together with the goodwill of the business connected with the use of and symbolized by the Mark, arising under the federal, state, and common law of the United States of America, including the right to register the Mark in Assignee's name in the United States of America; and

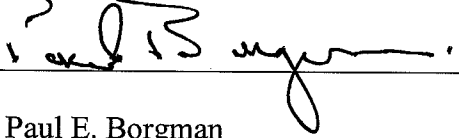
b. All claims and rights associated with the Mark and Registration arising under the federal, state, and common law of the United States of America, including the rights to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Mark and Registration arising under the federal, state, or common law of the United States of America, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

3. The undersigned Assignee hereby declares that it agrees to the terms of the foregoing Agreement and Assignment and accepts the foregoing Assignment under the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed by their authorized officers, effective as of the Effective Date.

BDS MANAGEMENT GROUP, INC.

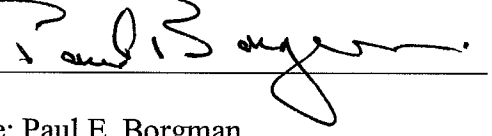
By: 

Name: Paul E. Borgman

Title: President

Date: 9/18/2008

B-DRY SYSTEM, INC.

By: 

Name: Paul E. Borgman

Title: President

Date: 9/18/2008

SCHEDULE A

Trademark	U.S. Reg. No.	Class	Reg. Date
B-DRY	1,505,188	037	09/20/1988