

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael S. Polsky, as Court Appointed Receiver of Raffel Comfort Sciences, LLC		07/17/2008	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Raffel Systems, LLC		
<b>Street Address:</b>	N19W6723 Commerce Court		
<b>City:</b>	Cedarburg		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77200015	THE VIBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-298-1000		
<b>Email:</b>	mdietz@reinhartlaw.com		
<b>Correspondent Name:</b>	Michele Dietz		
<b>Address Line 1:</b>	1000 North Water Street		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Michele Dietz		
<b>Signature:</b>	/mld/		
<b>Date:</b>	11/19/2008		

CH \$40.00 77200015

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of July 17, 2008, from MICHAEL S. POLSKY, as the court-appointed receiver of RAFFEL COMFORT SCIENCES, LLC, a Wisconsin limited liability company ("Assignor") to RAFFEL SYSTEMS, LLC, a Wisconsin limited liability company ("Assignee").

### RECITALS

- A. On June 5, 2008, Michael S. Polsky was appointed as the receiver under the provisions of Chapter 128 of the Wisconsin Statutes in the Circuit Court for Ozaukee County, Wisconsin.
- B. Assignee has agreed to purchase certain assets of Assignor including the Assigned Trademarks (as described below) through a court approved sale under Chapter 128 of the Wisconsin Statutes pursuant to an Asset Purchase Agreement dated as of July 10, 2008.
- C. Assignor is the owner of a trademark consisting of the block text "THE VIBE" and all rights appurtenant thereto (the "Trademark").
- D. Assignor is the owner of an Intent-to-Use trademark application filed with the United States Patent and Trademark Office for registration of the Trademark (the "Application"), which is designated as Serial No. 77/200015.
- E. Assignee is the successor of the portion of Assignor's business relating to the Trademark.
- F. In accordance with the terms of this Assignment, Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Trademark and the Application and all rights embodied therein and all goodwill represented thereby, along with that part of the business to which the Trademark pertains, to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title and interest in the Trademark and the Application from Assignee.

### AGREEMENTS

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Trademark and the Application as follows:

1. Assignment of the Trademark And the Application. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest, both statutory and common law, in and to the Trademark and the Application, along with all of the goodwill associated with the Trademark and that part of Assignee's business to which the Trademark pertains.
2. Assignment of Accrued Enforcement Rights. Assignor assigns and contributes to Assignee any causes of action for infringement of the Trademark that may have accrued prior to the execution date of this Agreement.

3. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

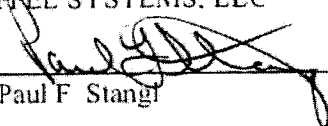
MICHAEL S. POLSKY, AS RECEIVER FOR  
RAFFEL COMFORT SCIENCES, LLC

By:   
Michael S. Polsky, Receiver

Date: 7/17/06

ASSIGNEE:

RAFFEL SYSTEMS, LLC

By:   
Paul F. Stangl

Its: Member

Date: 7/17/06