

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/11/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B-DRY LLC		04/09/2009	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	BLUE CANYON SOLUTIONS, LLC		
Street Address:	455 South 4th Street		
Internal Address:	350 Hertz Starks Building		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3575579	BLUE CANYON HEALTHY HOME SYSTEM	
Registration Number:	3569828	BLUE CANYON HEALTHY HOME SYSTEM	
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:	sad@middreut.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:	ZR160-09004		

OP \$65.00 3575579

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**TRADEMARK
REEL: 003970 FRAME: 0686**

NAME OF SUBMITTER:	Scot A. Duvall
Signature:	/Scot A. Duvall/
Date:	04/15/2009
Total Attachments: 2 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif	

AGREEMENT AND ASSIGNMENT OF TRADEMARK RIGHTS

THIS AGREEMENT AND ASSIGNMENT is between BLUE CANYON SOLUTIONS, LLC ("Assignee"), a Kentucky limited liability company located and doing business at 350 Hertz Starks Building, 455 South 4th Street, Louisville, Kentucky 40202; and B-DRY LLC ("Assignor"), a limited liability company organized and existing under the laws of Virginia, located and doing business at 350 Hertz Starks Building, 455 South 4th Street, Louisville, Kentucky 40202, and is effective as of the 11th day of January, 2009 (the "Effective Date").

WITNESSETH:

WHEREAS, Assignor adopted and continuously used, through the Effective Date, the trademarks attached on Schedule A hereto (the "Marks"), and was the owner, through the Effective Date, of all right, title and interest in and to the Marks, including but not limited to the related United States federal trademark applications referenced on Schedule A hereto (collectively, the "Applications"), which subsequently matured into corresponding federal trademark registrations referenced on Schedule A hereto (collectively, the "Registrations");

WHEREAS, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Marks, Applications, and resulting Registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks, all as of the Effective Date;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks, Applications, and resulting Registrations, together with the goodwill of the business connected with the use of and symbolized by the Marks, all as of the Effective Date;

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 and its successors, assigns and nominees, as of the Effective Date, without any restrictions, reservations, or limitations:

a. The entire and exclusive worldwide right, title and interest in and to the Marks, Applications, and resulting Registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Marks throughout the World (including the right to register the Marks in Assignee's name throughout the World); and

b. All claims and rights associated with the Marks, Applications and resulting Registrations, including the entire and exclusive right to bring and maintain any and all causes of action, claims, and demands relating to infringements or other violations of rights in the Marks and Registrations arising under applicable law throughout the World (including but not limited to past infringements of or violations of rights in the Marks and Registrations), 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.

BLUE CANYON SOLUTIONS, LLC

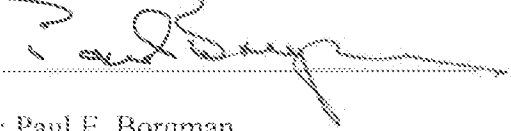
By: 

Name: Paul E. Borgman

Title: President

Date: 9-9-09

B-DRY LLC

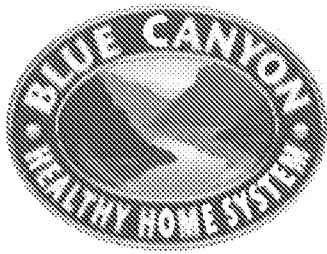
By: 

Name: Paul E. Borgman

Title: Chief Executive Officer

Date: 9-9-09

SCHEDULE A

Trademark	U.S. App. No. U.S. Reg. No.	Classes	Reg. Date
 BLUE CANYON HEALTHY HOME SYSTEM & Design	77/508016 3,575,579	011, 037	02/17/2009
BLUE CANYON HEALTHY HOME SYSTEM	77/507988 3,569,828	011, 037	02/03/2009