

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
Buflovak, LLC		10/21/2009	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Morgan Engineering Systems, Inc.		
Street Address:	1049 South Mahoning Avenue		
City:	Alliance		
State/Country:	OHIO		
Postal Code:	44601-3298		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2368881	H	
Registration Number:	1152930	HEPPENSTALL	
Registration Number:	0729145	SAFE-T-TONGS	
CORRESPONDENCE DATA			
Fax Number:	(585)232-2152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-232-6500		
Email:	mdidas@hselaw.com		
Correspondent Name:	Michael J. Didas, Esq.		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604-2711		
ATTORNEY DOCKET NUMBER:	91292.000001		
NAME OF SUBMITTER:	Michael J. Didas, Esq.		

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Signature:	/Michael J. Didas/
Date:	11/20/2009
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TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into as of the 29th day of October, 2009, by and between BUFLOVAK, LLC, a New York limited liability company ("*Seller*"), and MORGAN ENGINEERING SYSTEMS, INC., a Delaware corporation ("*Buyer*").

Reference is hereby made to that certain Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), by and between Seller and Buyer. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement. This Assignment will be deemed effective when the Closing is deemed to have occurred under Paragraph 5 of the Purchase Agreement.

Subject and pursuant to the terms and conditions of the Purchase Agreement, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller does hereby irrevocably sell, assign, convey, transfer and deliver to Buyer (and Buyer's successors and assigns), and Buyer does hereby accept, all of Seller's right, title and interest in and to the trademark registrations listed on Schedule A to this Assignment, together with the good will associated therewith.

THE TRADEMARKS ARE SOLD TO BUYER ON AN "AS IS," "WHERE IS" BASIS AND EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NEITHER SELLER NOR ITS AGENTS MAKE, AND BUYER HEREBY WAIVES, ANY WARRANTY, AGREEMENT OR REPRESENTATION OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE TRADEMARKS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Assignment may be filed and recorded as necessary to provide notice of the assignment contemplated hereby including, but not limited to, recordation in the records of the United States Patent and Trademark Office.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of laws. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Assignment.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed this Assignment on October 21st, 2009.

BUFLOVAK, LLC

By: Michael Bieger

Name: Michael Bieger

Title: Managing Member

STATE OF NEW YORK)

) ss:

COUNTY OF ERIE)

On this 21st day of October 2009, before me personally appeared Michael Bieger to me known and known to me to be the person who executed the above Assignment and he acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

(SEAL)

Anthony D. Mancinelli
Notary Public

[Signature page -- Trademark Assignment] ANTHONY D. MANCINELLI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 30, 2011

MORGAN ENGINEERING SYSTEMS, INC.

By: Mark Fedor

Name: Mark Fedor

Title: President & CEO

STATE OF OHIO)

COUNTY OF Franklin) ss:

On this 29th day of October 2009, before me personally appeared Mark Fedor to me known and known to me to be the person who executed the above Assignment and he acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

(SEAL)

Terrence P. Kessler

Notary Public

[Signature page – Trademark Assignment]

TERRENCE P. KESSLER, ATTORNEY
Notary Public, State of Ohio
My Commission has no Expiration Date
Under Section 147.03 R.C.

SCHEDULE A

TRADEMARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
	REGISTERED	2,368,881	04/25/2000	USA
HEPPENSTALL	REGISTERED	1,152,930	05/05/1981	USA
SAFE-T-TONGS	REGISTERED	729,145	03/27/1962	USA
	REGISTERED	TMDA25333	10/25/1919	CANADA
	REGISTERED	TMA566,468	08/27/2002	CANADA
HEPPENSTALL	REGISTERED	TMA390,975	11/29/1991	CANADA