

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/21/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Berkley Square Products Company		12/22/2009
			Entity Type
			CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Berk Enterprises, Inc.		
Doing Business As:	DBA Berkley Square		
Street Address:	1554 Thomas Road S.E.		
City:	Warren		
State/Country:	OHIO		
Postal Code:	44484		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2912511	BERKLEY SQUARE
CORRESPONDENCE DATA			
Fax Number:	(330)744-3184		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330.744.5211		
Email:	rherberger@roth-blair.com		
Correspondent Name:	Robert J. Herberger		
Address Line 1:	100 Federal Plaza East		
Address Line 2:	Siute 600		
Address Line 4:	Youngstown, OHIO 44503-1893		
ATTORNEY DOCKET NUMBER:	3217.05		
NAME OF SUBMITTER:	Robert J. Herberger		

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**TRADEMARK
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Signature:	/Robert J. Herberger/
Date:	12/23/2009
Total Attachments: 1 source=Berk Trademark Assignment#page1.tif	

TRADEMARK ASSIGNMENT

(NUNC PRO TUNC)

Whereas, **Berkley Square Products Company**, an Ohio Corporation having a place of business at 2671 Youngstown Road S.E., Warren, Ohio 44484 (“**ASSIGNOR**”) adopted, owned and used the trademark **BERKLEY SQUARE**, registered in the U.S. Patent and Trademark Office, Registration Number 2,912,511 on December 21, 2004; and

Whereas, **Berk Enterprises, Inc.**, an Ohio Corporation, with its principal place of business at 3869 Niles Road S.E., Warren, Ohio 44484 (“**ASSIGNEE**”) is desirous of acquiring said mark and the registration thereof;

Whereas, pursuant to and as set forth in that certain Asset Purchase Agreement between ASSIGNOR and ASSIGNEE dated May 21, 2009, ASSIGNOR assigns the trademark **BERKLEY SQUARE**, the registration thereof and the goodwill associated therewith to ASSIGNEE;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR acknowledges and confirms that it agreed to and does hereby assign unto ASSIGNEE nunc pro tunc effective the date of the Asset Purchase Agreement, all right, title and interest in and to the trademark **BERKLEY SQUARE** throughout the world, the above-identified registration thereof, together with all derivations thereof and including all goodwill associate therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

In testimony whereof, ASSIGNOR, as represented by one of its officers, has signed this instrument this 22 day of December, 2009.

Berkley Square Products Company

By: Robert Berk
Name: Robert Berk

SWORN to and SUBSCRIBED before me this 22 day of December, 2009.

Regina Parry
Notary Public

