

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dale Brodeur

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) NC

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/03/2010 (Document ID No.: 900153876)

- Assignment Merger
- Security Agreement Change of Name
- Other Corrected Cover Sheet

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Bradford Products, LLC

Internal

Address: _____

Street Address: 710 Sunnyside Drive

City: Wilmington

State: NC

Country: US Zip: 28412

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship North Carolina

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77524874

B. Trademark Registration No.(s)

2819244; 2822633; 2950924; 3135649; 3183195; 3162259

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SPAEXPERIENCE; RIBBONFLO; BRADFORD SPAS; SWIMSPA BRADFORD PRODUCTS LLC; BRADFORD; FIDOTHERAPY; STEAMROOM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Angela P. Doughty

Internal Address: Ward and Smith, P.A.

PO Box 867

Street Address: 1001 College Court

City: New Bern

State: NC Zip: 28563-0867

Phone Number: 252-672-5400

Fax Number: 252-672-5477

Email Address: trademarks@wardandsmith.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$0.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

02/11/2010

Date

Angela P. Doughty

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TO: E. ERIC MILLS COMPANY: 1001 COLLEGE COURT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into effective as of the 3rd day of February, 2010, by and between DALE BRODEUR ("Assignor"), and BRADFORD PRODUCTS, LLC ("Assignee");

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the trademarks listed on Schedule A attached hereto and incorporated herein by this reference and all prior use rights related thereto ("Trademarks");

WHEREAS, Assignee, is desirous of acquiring the entire right, title, and interest in and to the Trademarks, including the goodwill associated therewith, from Assignor.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents does sell, transfer, assign, convey, and deliver unto Assignee, its successors, assigns, and legal representatives, all right, title, and interest in and to said Trademarks, including the goodwill associated therewith, together with the right to sue and recover for past misappropriations, infringements, dilutions, or any other violations of any proprietary or other right in and to the Trademarks.

Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, Assignor possesses full title to the Trademarks, and that he has the unencumbered right and authority to make this Assignment.

Assignor further covenants and agrees, and likewise binds his successors, assigns, and legal representatives, to promptly communicate to said Assignee or its representatives any facts known to him relating to said Trademarks, to testify in any legal proceedings involving said Trademarks, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors, and assigns to secure said Trademarks or similar protection of said Trademarks in the United States and to vest in the Assignee complete title to said Trademarks.

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Schedule A

MARK	CURRENT OWNER	APPL. NO/ DATE	REG. NO/ DATE	STATUS
RIBBONFLO (Logo Design)	Dale Brodeur	76/492,394 02/24/2003	2,819,244 03/02/2004	Registered
BRADFORD SPAS (Logo Design)	Dale Brodeur	76/492,395 02/24/2003	2,822,633 03/16/2004	Registered
SWIMSPA BRADFORD PRODUCTS LLC (Logo Design)	Dale Brodeur	76/502,480 03/31/2003	2,950,924 05/17/2005	Registered
BRADFORD (Logo Design)	Dale Brodeur	78/709,332 09/08/2005	3,135,649 08/29/2006	Registered
FIDOTHERAPY (Logo Design)	Dale Brodeur	78/718,576 09/22/2005	3,183,195 12/12/2006	Registered
STEAMROOM (Logo Design)	Dale Brodeur	78/741,010 10/26/2005	3,162,259 10/24/2006	Registered
SPAEXPERIENCE	Dale Brodeur	77/524,874 07/17/2008		Pending

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IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.


Dale Brodeur

NEW HANOVER COUNTY, NORTH CAROLINA

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Dale Brodeur.

Date 2.3.10
(Official Seal)


Notary Public

My commission expires:

1.27.14



ND: 4830-3627-2389, v. 1