

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
Harold Litts		05/31/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	B&E Dimensional Stone Works LLC		
Street Address:	19 Primrose Drive		
City:	Springbrook Twp.		
State/Country:	PENNSYLVANIA		
Postal Code:	18444		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3896915	KEARNEY STONE	
CORRESPONDENCE DATA			
Fax Number:	(570)696-3320		
Phone:	570-714-4000		
Email:	msmolow@smolowlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mitchell A. Smolow		
Address Line 1:	720 Hampton Road		
Address Line 4:	Shavertown, PENNSYLVANIA 18708		
ATTORNEY DOCKET NUMBER:	196.001		
NAME OF SUBMITTER:	Mitchell A. Smolow		
Signature:	/Mitchell A. Smolow/		
Date:	10/08/2011		
Total Attachments: 2 source=Executed 3,896,915 Assignment (00009310)#page1.tif source=Executed 3,896,915 Assignment (00009310)#page2.tif			

OP \$40.00 3896915

ASSIGNMENT OF TRADEMARK

Whereas I, Harold Litts, own United States trademark registration no. 3,896,915 to the mark KEARNEY STONE (the "registration"), issued on December 28, 2010 and also claim common law rights to the name KEARNEY STONE;
and

Whereas, B&E Dimensional Stone Works LLC. ("B&E") having a business address of 19 Primrose Drive, Springbrook Twp. PA 18444 is desirous of acquiring the entire right, title and interest in the same.

Now, therefore, in consideration of the sum of one dollar, the receipt whereof is acknowledged, and other good and valuable consideration, I, by these presents do sell, assign and transfer unto B&E the entire right, title, and interest in and to the same, including the goodwill and right to sue for past infringement, for its sole use and behoof, as fully and entirely as the same is held by me had this assignment and sale not been made.

I hereby represent, warrant and covenant: (a) that the KEARNEY STONE mark is valid, subsisting and still in force; (b) that this Assignment and each of its terms are binding; (c) that I have not assigned or delegated to any third party all or any part of the rights and obligations set forth herein; and (d) that I own and have not assigned, conveyed, pledged, encumbered or otherwise transferred, in whole or in part, the KEARNEY STONE mark.

This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

IN WITNESS WHEREOF I, Harold Litts, have caused this Assignment to be executed.

Date: 5-31-11

Harold Litts
Harold Litts

ACKNOWLEDGMENT

Commonwealth of Pennsylvania
County of Lackawanna

On this 31 day of May, 2011, before me, a Notary Public, Harold Litts personally appeared and executed the foregoing instrument for the purpose contained therein.

IN WITNESS WHEREOF, I set my hand and official seal.

Ginger L. McAndrew
NOTARY PUBLIC

My Commission expires: July 01, 2012

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
GINGER L. MCANDREW, NOTARY PUBLIC
CITY OF SCRANTON, LACKAWANNA CTY
MY COMMISSION EXPIRES JULY 01 2012