

01-05-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REC 7



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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Flowmatic Systems, Inc., n/k/a Brane Services, Inc. [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State-Florida, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [X] No

2. Name and address of receiving party(ies) Name: Flowmatic Products, Inc. Internal Address: Street Address: 11611 S.W. 147th Ct. City: Dunnellon State: FL Zip: 34432 [checkboxes for citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [X] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: November 24, 2003

4. Application number(s) or registration number(s): A. Trademark Application No. (s): 78188626, 78188650, 78210223 Additional number(s) attached [checkbox] Yes [X] No

B. Trademark Registration No. (s): 2532887, 2479502, 2172825, 2702909, 2705551, 2727763, 2717865, 2716220, 2775806

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Scott Brane Internal Address: Street Address: 11611 S.W. 147th Ct. City: Dunnellon State: FL Zip: 34432

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41) \$ 315.00 [X] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Francine L. Hewes Name of Person Signing [Signature] Signature 12/29/03 Date

01/05/2004 DBYRNE 00000002 78188626

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521 40.00 DP Mail documents to be recorded with required cover sheet information to: 02 FC:8522 275.00 DP Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002890 FRAME: 0098

ASSIGNMENT

WHEREAS, FLOWMATIC SYSTEMS, INC., n/k/a BRANE SERVICES, INC., a Florida corporation, having an address at 11611 S.W. 147th Ct., Dunnellon, Florida 34432 ("ASSIGNOR"), had adopted and used the following trademarks, which are registered in the United States Patent and Trademark Office under the below listed registration numbers and dates (the "Trademarks"), and is the owner of record of such Trademarks and the registrations thereof:

<u>Trademark/Service Mark:</u>	<u>Registration No./Serial No.:</u>	<u>Registration Date/ Filing Date:</u>
PLUMBER MATE	78188626	11/25/2002
FLOW-SOFT	78188650	11/25/2002
C-MAX	78210223	02/03/2003
HYDRO-SAFE	2532887	01/22/2002
FLOWMATIC	2479502	08/21/2001
FLOW-PUR	2172825	07/14/1998
FLOW-MAX	2702909	04/01/2003
WATER MART	2705551	04/08/2003
FLOWPRO	2727763	06/17/2003
RO PRO	2717865	05/20/2003
BIG BUBBA	2716220	05/13/2003
HYDRO-SOFT	2775806	10/21/2003

WHEREAS, ASSIGNOR is the owner of the entire right, title, and interest in and to the following patents which were issued by the United States Patent and Trademark Office under the below listed patent numbers and dates, including without limitation any continuation, divisional, substitute, renewal, reissue, reexamination, and corresponding foreign patent applications and any patents issuing therefrom, (the "Patents"):

<u>Patent:</u>	<u>Patent No.:</u>	<u>Issue Date:</u>
Apparatus for monitoring a flow of fluid through a filter medium	5,050,772	09/24/91
Apparatus for monitoring a flow of fluid through a filter medium	5,065,901	11/19/91
Apparatus for monitoring cumulative flow of fluid through a filter medium	5,622,618	04/22/97

WHEREAS, pursuant to that certain Asset Purchase Agreement dated January 1, 2003 (the "Asset Purchase Agreement"), by and between **ASSIGNOR** and **FLOWMATIC PRODUCTS, INC.**, a Florida corporation having an address at 11611 S.W. 147th Ct., Dunnellon, Florida 34432 ("ASSIGNEE"), **ASSIGNOR** transferred substantially all of its assets to **ASSIGNEE**, including the rights in and to the above Patents and Trademarks;

WHEREAS, both **ASSIGNOR** and **ASSIGNEE** would like to memorialize the transfer of those Patents and Trademarks under the Asset Purchase Agreement by the execution of this **ASSIGNMENT**; and

WHEREAS, **ASSIGNOR** represents and warrants to **ASSIGNEE** that the Trademarks and Patents are not subject to any lien, security interest, license of third parties, or other claim, and that with respect thereto: (i) **ASSIGNOR** has the right to assign such rights to **ASSIGNEE**; (ii) **ASSIGNOR** has executed no agreement in conflict with this Assignment; and (iii) **ASSIGNOR** has not granted to any other person, firm or corporation any right, license, or privilege with regard to the Trademarks and Patents.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, **ASSIGNOR** hereby assigns to **ASSIGNEE**, and **ASSIGNEE** hereby accepts from **ASSIGNOR**:

(i) all right, title and interest in and to the Trademarks together with the goodwill of the business associated with the Trademarks, including all federal and state trademark registrations thereof and applications therefor as well as all common law rights thereto, together with the right to sue and collect for past and/or present infringements thereof, and **ASSIGNOR** authorizes the United States Patent and Trademark Office to record the Trademarks and registrations as the property of **ASSIGNEE**; and

(ii) all right, title and interest in and to the Patents, together with the right to sue and collect for past and/or present infringements thereof, the same to be held and enjoyed by **ASSIGNEE** for its own use and behoof, and for its legal representatives and assigns, to the full end of the term for which the Patents are granted, as fully and entirely as the same would have been held by **ASSIGNOR** had this assignment not been made, and it authorizes the United States Patent and Trademark Office to record the Patents as the property of **ASSIGNEE**.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its respective duly authorized representatives on this 24th day of November 2003.

SYSTEMS
FLOWMATIC SERVICES, INC., n/k/a
BRANE SERVICES, INC.

By: *Douglas K. Brane*
Douglas K. Brane
Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of November 2003, by Douglas K. Brane, the Chief Executive Officer of ~~FLOWMATIC SERVICES, INC., n/k/a BRANE SERVICES, INC,~~ ^{SYSTEMS} a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida driver license as identification.

Linda Burrow
NOTARY PUBLIC
Name: Linda Burrow
My Commission Expires: _____

(notary seal)



Linda Burrow
MY COMMISSION # DD174048 EXPIRES
December 26, 2006
BONDED THRU TROY FAIN INSURANCE, INC.