

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DBHL, Inc.		09/08/2004	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Neoperl, Inc.
Street Address:	171 Mattatuck Heights
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06705
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1807335	WRIGHTWAY

CORRESPONDENCE DATA	
Fax Number:	(860)527-0464
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-549-5290
Email:	juhas@ip-lawyers.com
Correspondent Name:	William C. Crutcher
Address Line 1:	CityPlace II, 185 Asylum Street
Address Line 2:	McCormick Paulding & Huber LLP
Address Line 4:	Hartford, CONNECTICUT 06103-3402

ATTORNEY DOCKET NUMBER:	7322-0011
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NAME OF SUBMITTER:	Barbara L. Juhas
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Total Attachments: 5
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CH \$40.00 1807335

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of September 8, 2004 (this "Assignment") by and between DBHL, INC., an Ohio corporation (together with its successors and permitted assigns, "Assignor"), and NEOPERL, INC., a Connecticut corporation (together with its successors and permitted assigns, "Assignee").

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated the date hereof (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Purchased Assets (as defined in the Purchase Agreement), including the Intellectual Property (as defined in the Purchase Agreement) pertaining thereto.

WHEREAS, Assignor has adopted and registered certain trademarks described on Schedule A (collectively, the "Trademarks")

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor does hereby sell, assign, convey, grant and transfer unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, together with the goodwill of the Business carried on in connection with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

(c) Any income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any Trademarks, including without limitation, the right to recover for past, present or future infringements of Trademarks.

2. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.
3. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.
4. No Third-Party Beneficiaries. Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.
5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Purchase Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

DBHL, INC.
("Assignor")

By: *Larry Cantrell*

Name: Larry Cantrell

Title: Treasurer & Secretary

ATTEST:

Larry Cantrell, Treasurer & Secretary
[Name, Title]

STATE OF OHIO _____)
) SS:
COUNTY OF Cuyahoga)

On this 8 day of September _____, 2004 before me appeared Larry Cantrell, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Mary Elaine Littman
Notary Public **MARY ELAINE LITTMAN**
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Oct. 31, 2008
My commission expires:

NEOPERL,
INC. _____
("Assignee")

By: *F. Luedke*

Name: FREDERICK LUEDKE

Title: PRESIDENT

ATTEST:
James J. Higgins Controller
[Name, Title]

STATE OF CONNECTICUT _____)
) SS:
COUNTY OF NEW HAVEN _____) Waterbury

On this 8th day of September _____, 2004 before me appeared Frederick Luedke, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Mary Baranowski
Notary Public

My commission expires:

3-31-2009



SCHEDULE A

WRIGHTWAY*

BUBBLE-STREAM**

*** WRIGHTWAY is a mark registered in the United States with Registration No. 1,807,335.**

**** BUBBLE-STREAM is mark registered in Canada with Registration No. 116655.**