

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
Burke Institute, LLC		12/29/2004	LTD LIAB JT ST CO: OHIO
RECEIVING PARTY DATA			
Name:	Burke, Inc.		
Street Address:	805 Central Avenue		
Internal Address:	Suite 500		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1350006	THE BURKE INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8685		
Email:	michael.johns@dinslaw.com		
Correspondent Name:	Michael D. Johns		
Address Line 1:	Dinsmore & Shohl		
Address Line 2:	255 E. 5th St.		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Michael D. Johns		
Signature:	/michael d. johns/		
Date:	01/10/2005		

OP \$40.00 1350006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** dated as of December 31, 2004, is made and entered into by and among **BURKE INSTITUTE, LLC**, an Ohio limited liability company with its principal place of business at 805 Central Avenue, Suite 500, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignor"), and **BURKE, INC.**, an Ohio corporation with its principal place of business at 805 Central Avenue, Suite 500, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, owns and is using the trademark **THE BURKE INSTITUTE** which is the subject of a registration in the United States Patent and Trademark Office filed on July 5, 1984 and registered on July 16, 1985 and which received U.S. Reg. No. 1,350,006 (the "Mark"); and

WHEREAS, Assignee desires to acquire the Mark, its above-referenced Registration, and all rights associated with the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in and to the Mark, its trademark registration, and all good will symbolized by and associated with the business conducted under the Mark and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto, and in and to all causes of action, either in law or in equity, for past, present or future infringement based on such trademark, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned.

BURKE, INC.

BURKE INSTITUTE, LLC

BY: *[Signature]*
NAME: Michael H. Baumgardner
TITLE: President

BY: *[Signature]*
NAME: Michael H. Baumgardner
TITLE: Manager

Subscribed and Sworn to before me this 29th day of December, 2004.

[Signature]
Notary Public

My Commission Expires: _____



MICHAEL GERARD DAILEY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

COPYRIGHT ASSIGNMENT

This ASSIGNMENT OF COPYRIGHT dated as of December 31, 2004, is made and entered into by and among BURKE INSTITUTE, LLC, an Ohio limited liability company with its principal place of business at 805 Central Avenue, Suite 500, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignor"), and BURKE, INC., an Ohio corporation with its principal place of business at 805 Central Avenue, Suite 500, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the author of or has obtained title to various copyrighted works used in association with the business of the Burke Institute (the "Copyrights"); and

WHEREAS, Assignee desires to acquire all right, title and interest in said Copyrights;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, by this document, hereby sells, assigns, conveys, and transfers unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to all Copyrights in all works used in association with the business of the Burke Institute including any copyright registrations and applications and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the works covered by such Copyrights, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on said Copyrights, and in and to all rights corresponding to the foregoing throughout the world.

ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY covenants and agrees that it will execute promptly any additional documents necessary to secure and vest good, valid and marketable title to the Copyrights assigned herein, and to record this Assignment with all appropriate authorities.

BURKE, INC.

BURKE INSTITUTE, LLC

BY: [Signature]
NAME: Michael H. Baumgardner
TITLE: President

BY: [Signature]
NAME: Michael H. Baumgardner
TITLE: Manager

Subscribed and Sworn to before me this 29th day of December, 2004.

[Signature]
Notary Public

My Commission Expires: _____



MICHAEL GERARD DAILEY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

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