

09-15-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

<p style="font-size: 2em; margin: 0;">9.13.04</p> <p style="margin: 0;">REC 102836258</p> <p style="font-size: 1.5em; margin: 0;">TRADEMARKS ONLY</p>
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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)/Execution Date(s):

COMPASS GROUP, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) U.S.A.

Execution Date(s) DECEMBER 1, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TOP BRASS, INC.

Internal

Address: _____

Street Address: 1001 E. MOHAWK ST.

City: WITTENBERG

State: WISCONSIN

Country: U.S.A. Zip: 54499

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship U.S.A. & WI

Other _____ Citizenship _____
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)

B. Trademark Registration No.(s)

2650610

Additional sheet(s) attached? Yes No

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

MY WIPES

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

Name: PAUL F. BLACK

Internal Address: _____

Street Address: 1001 E. MOHAWK ST.

City: WITTENBERG

State: WI Zip: 54499

Phone Number: 715-253-2750

Fax Number: 715-253-2777

Email Address: paul.sales@topbrassinc.com

6. Total number of applications and registrations involved:

3

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

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Paul F. Black
Signature

JULY 30, 2004
Date

PAUL F. BLACK

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/14/2004 6TOM11

00000228 2650610

01 FC:8521

40.00 OP

02 FC: 8522

50.00 OP

TRADEMARK
REEL: 003047 FRAME: 0285

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
ADDITIONAL SHEET**

Compass Group, LLC – Conveying Party

Top Brass, Inc. – Receiving Party

Item 4 Continuation:

Trademark
Registration
Numbers

Identification
of
Trademark

2652682

MY SHOWER & BATH

2717959

MY PET BATH

ASSIGNMENT OF TRADEMARKS

Compass Group, LLC, herein "**CG**," a California limited liability company, owns certain trademarks and other rights in and to the names and products hereinafter described and intends to assign those rights to **Top Brass, Inc.**, herein "**TB**," a Wisconsin corporation.

In consideration of all monies owed to TB by CG and in further consideration of the unsatisfied purchase orders issued by CG to TB, CG hereby transfers and assigns all trademarks and all other rights in My Wipes - Lens Cleaner; My Wipes - Shoe & Leather Cleaner; My Shower & Bath; and My Pet Bath to TB.

TB shall have the right to register the trademarks in TB's own name and shall have the exclusive right to dispose of the trademarks as it determines appropriate. CG retains no rights whatsoever.

This Assignment shall be effective as of December 1, 2003.

In consideration of this Assignment, TB releases CG from all claims and agrees to indemnify CG against any claims related to the products that arise after December 1, 2003.

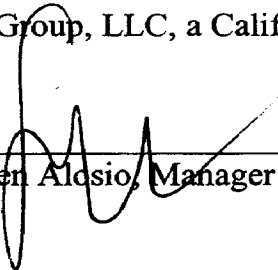
CG warrants it has the right and power to grant TB the assignment set out in of this agreement and that such assignment does not infringe any third parties' rights.

CG warrants there are no pending lawsuits concerning any aspect of the trademarks and that the trademarks have not been published in such a way as to lose any of their trademark protection.

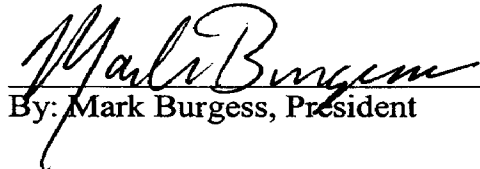
This Assignment is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

IN WITNESS WHEREOF, each party has caused this Assignment to be signed on its behalf by its duly authorized representative effective as of December 1, 2003.

CG: Compass Group, LLC, a California limited liability company


By: Stephen Aldoio, Manager

TB: Top Brass, Inc., a Wisconsin corporation


By: Mark Burgess, President