

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Centric Group, L.L.C.		05/11/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ArcticWerx, LLC		
<b>Street Address:</b>	18216 Edison Avenue		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78382558	ARCTICWERX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)727-7166		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(314) 889-8000		
<b>Email:</b>	uspt@pswslaw.com		
<b>Correspondent Name:</b>	John W. Kepler III		
<b>Address Line 1:</b>	7733 Forsyth Blvd.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	048778-105219		
<b>NAME OF SUBMITTER:</b>	John W. Kepler III		
<b>Signature:</b>	/John W. Kepler III/		

CH 78382558 \$40.00

Date:

10/19/2005

Total Attachments: 1

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ASSIGNMENT

This ASSIGNMENT AGREEMENT, effective as of this 11<sup>th</sup> day of May, 2005, is made by and between Centric Group, L.L.C., a Delaware limited liability company, having a place of business at 1260 Andes Boulevard, St. Louis, Missouri 63132 ("*Assignor*") and ArcticWerx, LLC, A Missouri Limited Liability Company having a place of business at 18216 Edison Avenue, Chesterfield, Missouri 63005 ("*Assignee*").

WHEREAS, Assignor is the owner of the Intent-To-Use trademark application, United States Registration Ser. No. 78/382,558 for "ARCTICWERX" in the United States Patent and Trademark Office and the goodwill of the business symbolized thereby and associated therewith, (the foregoing referred to as the "*Mark*");

WHEREAS, Assignee is desirous of acquiring the Mark, and of recording its status as owner of the entire right, title and interest in and to the Mark;

NOW, THEREFORE, for the good and valuable consideration as set forth in a separate agreement between the parties, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all its right, title and interest in and to the Mark, inclusive of the goodwill of the business symbolized by the Mark as encompassed by the defined term "the Mark", including, but not limited to, using the Mark in Assignor's trade names and corporate names.

2. Assignee hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (1) hereof, except as otherwise agreed in writing by the parties.

3. Assignor agrees to take whatever further reasonable action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Mark, to establish full custody of the Mark by Assignee, and to set forth and establish the chain of title to the Mark. For example, without limitation, Assignor agrees to execute assignments to Assignee regarding the Mark as may be required in proceedings throughout the world.

4. This Assignment Agreement shall be governed by the internal laws of the State of Missouri, without reference to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their properly authorized signatories effective as of the date indicated above.

Dated: May 20, 2005

ARCTICWERX, LLC  
By: [Signature]  
Name: RAPHAEL THISEN  
Title: CEO

Dated: May 11, 2005

CENTRIC GROUP, L.L.C.  
By: [Signature]  
Name: John T. O'Connell  
Title: Exec. V.P. & C.F.O.