

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VERTEX ENGINEERING SERVICES, INC.		09/01/2006	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	THE BREAKWATER COMPANIES, LLC
Street Address:	400 Libbey Parkway
City:	Weymouth
State/Country:	MASSACHUSETTS
Postal Code:	02189
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2382041	VERTEX

**CORRESPONDENCE DATA**

Fax Number: (404)892-7056  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-885-1500  
 Email: TMAtlanta@sefarth.com  
 Correspondent Name: Joseph V. Myers III  
 Address Line 1: 1545 Peachtree Street, NE, Suite 700  
 Address Line 2: One Peachtree Pointe  
 Address Line 4: Atlanta, GEORGIA 30309-2401

ATTORNEY DOCKET NUMBER:	53211.000001
NAME OF SUBMITTER:	Joseph V. Myers III

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Signature:	/jvm/
Date:	09/07/2006
Total Attachments: 4 source=Vertex Assignment#page1.tif source=Vertex Assignment#page2.tif source=Vertex Assignment#page3.tif source=Vertex Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT**, entered into as of November 1, 2005, is made by and between Vertex Engineering Services, Inc., a Massachusetts corporation (“Assignor”) and The Breakwater Companies, LLC, a Colorado limited liability company (“Assignee”).

**WHEREAS**, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Exhibit A attached hereto (the “Marks”);

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor’s entire right, title and interest in and to the Marks including any registrations therefor, and Assignee desires to receive from Assignor said right, title and interest; and

**WHEREAS**, it is the purpose of this document to memorialize the aforementioned assignment and transfer in a form suitable for recordation in the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest throughout the world in and to the Marks, all registrations and applications for registrations of the Marks therefor, including the registrations and applications identified on Exhibit A, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor’s right to sue and recover for past, present and future infringements of the Marks (collectively, the “Assigned Property”), the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor hereby agrees as to all Assigned Property to assist the Assignee in every proper way (but at the Assignee’s expense) to obtain and from time to time enforce trademarks and other rights and protections relating to the Assigned Property in any and all countries, and to that end Assignor will execute all documents for use in applying for and obtaining such trademarks and other rights and protections and enforcing the same, as Assignee may desire, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is

unable, after reasonable effort, to secure Assignor's signature on any document or documents needed to apply for or prosecute any trademark or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any such trademarks or similar protections thereon with the same legal force and effect as if executed by Assignor.

[Remainder of page intentionally left blank, signature page to follow.]



EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT

MARK	COUNTRY	CLASS(ES)	REG. NO. (APP. SER. NO.)	REG. DATE (FILING DATE)	CURRENT OWNER	STATUS
VERTEX	United States	37, 42	2382041	09/05/00	Vertex Engineering Services, Inc.	<i>Registered.</i>