

12-09-09

12-10-2009



103583240

To the Director of the U. S. Patent

enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

THE PENRAY COMPANIES, INC.
1532 PAYSPIHERE CIRCLE
CHICAGO, IL 60674

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) UNITED STATES

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) NOVEMBER 10th 2009

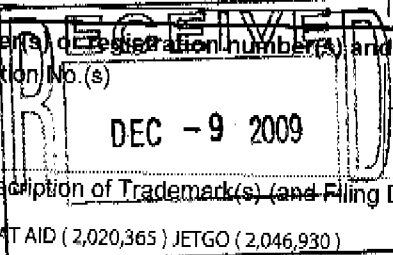
- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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)

1,984,033 2,020,365 2,046,930



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

BUST RUST (1,984,033) FLAT AID (2,020,365) JETGO (2,046,930)

Additional sheet(s) attached? Yes No

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

Name: TOP GUARD CORP.

Internal Address:

Street Address: 8376 N.W. 64 STREET

City: MIAMI

State: FL Zip: 33166

Phone Number: (305) 513-4105

Fax Number: (305) 513-4173

Email Address: RALPH@TOPGUARDCORP.COM

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/09/2009 MJAMA1 00000037 1984033

Deposit Account Number

82 FC-8522

Authorized User Name

9. Signature:

RAFAEL LORENZO

Name of Person Signing

12/03/09

Date

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

4

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Penray Companies, Inc., a Delaware corporation ("Assignor"), hereby sells, transfers, assigns, and conveys to Top Guard Corp., a Florida corporation ("Assignee"), the entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

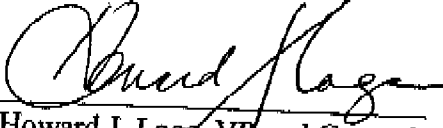
Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

THE PENRAY COMPANIES, INC.

By: 
Howard J. Laga, VP and General Manager

Date: November 12, 2009