## 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
Schaefer Technologies, Inc.		09/01/2004	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Rochester Midland Corporation	
Street Address:	333 Hollenbeck Street	
City:	Rochester	
State/Country:	NEW YORK	
Postal Code:	14621	
Entity Type:	CORPORATION: NEW YORK	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0655095	BOILER-AID

## **CORRESPONDENCE DATA**

Fax Number: (585)232-7188

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 585-232-7700

Email: stephens@bpmlegal.com
Correspondent Name: Eugene S. Stephens
Address Line 1: 56 Windsor Street

Address Line 4: Rochester, NEW YORK 14605

ATTORNEY DOCKET NUMBER: RMC-61

NAME OF SUBMITTER: Eugene S. Stephens

Total Attachments: 2

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TRADEMARK REEL: 002944 FRAME: 0384

# ASSIGNMENT OF TRADEMARK

TO ALL WHOM IT MAY CONCERN, be it known:

WHEREAS, Schaefer Technologies, Inc., a corporation duly organized and existing under the laws of the State of Michigan, and having a place of business at 3000 Carrollton Road, Saginaw, Michigan 48604 (the "Assignor"), has used and continues to use the trademark, "Boiler-Aid" (the "Mark"), registered in the United States Patent and Trademark Office on November 26, 1957, Registration Number 72-021,207; and

WHEREAS, Rochester Midland Corporation, a corporation duly organized and existing under the laws of the State of New York, and having a place of business at 333 Holenbeck Street, Rochester, New York (the "Assignee") desires to acquire any and all rights that the Assignor may have in and to the Mark and the registration therefor, together with the goodwill of Assignor's business connected with the Mark, with which the Mark is used and which is symbolized by the Mark (the "Goodwill"), along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign onto the Assignee all right, title and interest in and to the Mark and the registration therefor, together with the Goodwill and the right to recover for damages and profits for past infringements thereof;

The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title and interest in and to the Mark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

SCHAEFER TECHNOLOGIES, INC.

BY: Gunte Souls

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Draft No. 1

STATE OF MICHIGAN COUNTY OF <u>SACINAU</u> SS.:

On the 1st day of September, 2004, before me, personally appeared Grant Schaefer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SAGINAW COUNTY, MICHIGAN

MY COMMISSION EXPIRES 1-29-07

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RECORDED: 09/24/2004

TRADEMARK

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