

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment and Assumption Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Facilitator Capital Fund		12/31/2001	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA	
Name:	Sani-Matic Systems, Inc.
Street Address:	1915 South Stoughton Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53716
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1312221	SANI-MATIC

CORRESPONDENCE DATA	
Fax Number:	(414)271-5770
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-271-7590
Email:	peterh@andruslaw.com
Correspondent Name:	Peter T. Holsen
Address Line 1:	100 East Wisconsin Avenue, Suite 1100
Address Line 4:	Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	5059-00001
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NAME OF SUBMITTER:	Peter T. Holsen
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Total Attachments: 4
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of this 31st day of December, 2001, by and between **FACILITATOR CAPITAL FUND, LIMITED PARTNERSHIP**, a Wisconsin limited partnership (the "Assignor"), **ALKAR, INC.**, a Wisconsin corporation ("Alkar, Inc."), **SANI-MATIC SYSTEMS, INC.**, a Wisconsin corporation ("Sani-Matic Systems, Inc."), **DEC INTERNATIONAL, INC., DEBTOR IN POSSESSION**, a Wisconsin corporation ("DEC"), and **RAPIDPAK, INC., DEBTOR IN POSSESSION**, a Wisconsin corporation ("RapidPak"). Alkar, Inc. and Sani-Matic Systems, Inc. are collectively referred to herein as the "Assignees." DEC and RapidPak are collectively referred to herein as the "Sellers." All terms not otherwise defined herein shall have such meanings as described in that certain Asset Purchase Agreement dated as of November 14, 2001 (the "Purchase Agreement") by and among the Sellers and the Assignor.

WITNESSETH:

WHEREAS, pursuant to Paragraph 14.5 of the Purchase Agreement, the Assignor desires to assign its rights and obligations under the Purchase Agreement to the Assignees; and

WHEREAS, the Assignees desire to accept assignment of the Assignor's rights under the Purchase Agreement, and to assume the Assignor's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

1. The Assignor hereby assigns to the Assignees all of its rights, title and interest in and to the Purchase Agreement and the Ancillary Agreements.
2. The Assignees hereby jointly and severally (i) accept the assignment of the Purchase Agreement and the Ancillary Agreements, and (ii) agree to assume, perform and observe all the liabilities, obligations and covenants of the Assignor under the Purchase Agreement and the Ancillary Agreements.
3. The Sellers acknowledge and agree to the assignment and assumption contemplated by this Agreement. The Sellers further agree that, effective upon the date of this Agreement, the Assignor shall be fully and forever released from any and all liabilities, obligations which may accrue under the Purchase Agreement subsequent to the date of this Agreement.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective, heirs, successors, legal representatives and permitted assigns.
5. No provision of this Agreement may be amended or waived other than in writing. No waiver of any term, provision or condition to this Agreement, whether by conduct or

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otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement.

6. This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

7. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. A facsimile copy of a signature of a party to this Agreement or any such counterpart shall be fully effective as if an original signature.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month and year first above written.

ASSIGNOR:

FACILITATOR CAPITAL FUND,
LIMITED PARTNERSHIP

By: *Scott Boyer, Managing Director*
(Title)

ASSIGNEES:

ALKAR, INC.

By: *J.P. Hall, CEO and President*
(Title)

SANI-MATIC SYSTEMS, INC.

By: *J.P. Hall, CEO and President*
(Title)

SELLERS:

DEC INTERNATIONAL, INC.,
DEBTOR IN POSSESSION

By: _____
(Title)

RAPIDPAK, INC.,
DEBTOR IN POSSESSION

By: _____
(Title)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month and year first above written.

ASSIGNOR:

FACILITATOR CAPITAL FUND,
LIMITED PARTNERSHIP

By: _____
(Title)

ASSIGNEES:

ALKAR, INC.

By: _____
(Title)

SANI-MATIC SYSTEMS, INC.

By: _____
(Title)

SELLERS:

DEC INTERNATIONAL, INC.,
DEBTOR IN POSSESSION

By: *[Signature]* Treasurer
(Title)

RAPIDPAK, INC.,
DEBTOR IN POSSESSION

By: *[Signature]* Treasurer
(Title)