03:13pm

	DEPARTMENT OF COMMERCE
FORM PTO-1594U.S.	FORM COVER SHEET Patent and Trademark Office
(Rev. 6-93) CMB No. (0651-0011 (exp.4/94)
TRADEMARKS ONLY	
	• — — — — ·
To The Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.	
	2. Name and address of receiving party(ies):
Name of conveying party(ies): Sybron Chemicals Inc.	Name: Gamajet Cleaning Systems, Inc.
Sybron Chemicals me.	Internal Address:
() Individual(s) () Association	7
() General Partnership () Limited Partnership	Street Address: 2485 Yellow Springs Road, Building One
(X) Corporation-State: Delaware	City: Malvern
() Other:	State: Pennsylvania ZIP: 19355-1411
()	() Individual(s) citizenship:
Additional name(s) of conveying party(ies)	() Association:
attached? () YES (X) NO	() General Partnership: () Limited Partnership:
	(X) Corporation-State: Pennsylvania
3. Nature of Conveyance:	() Other:
(X) Assignment () Merger.	If assignee is not domiciled in the United States, a domestic representative
() Security Agreement () Change of Name	designation is attached: () YES () NO
(X) Other: Bill of Sale	(Designation must be a separate document from Assignment)
Execution Date: December 28, 1993	Additional name(s) & address attached? ()YES (X)NO
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) B. T	rademark registration No.(s)
804,205 Additional numbers attached? () YES (X) NO	
5. Name and address of party to whom correspondence	6. Total number of applications and registrations involved:
concerning documents should be mailed:	
Name: Alfred W. Zaher, Esquire	7. Total fee (37 CFR 3.41):\$40.00
Internal Address:	7. 10th Ice (57 Ct 1C 5.41)
WOODCOCK WASHBURN LLP	(X) Enclosed
One Liberty Place - 46th Floor	(11) LIMANUAN
Street Address: 1650 Market Street	(X) Authorized to be charged to deposit account
City: Philadelphia State: Pennsylvania	
ZIP: 19103-7301	8. Deposit account number: 23-3050
	Surface Surfac
	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the	
original document.	
December 15, 2004	
Alfred W. Zaher	ature Date
	aun C
Total number of pages including over sheet, attachments, and document: 3	
Do not detach this portion	

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office PO Box 1450 Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project. (0651-0011).

> **TRADEMARK** REEL: 002993 FRAME: 0932

BILL OF SALE

BILL OF SALE, dated December 28, 1993, from Sybron Chemicals Inc., a Delaware corporation ("Seller"), to Gamajet Cleaning Systems, Inc., a Pennsylvania corporation ("Buyer").

KNOW ALL MEN BY THESE PRESENTS, that Seller, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, pursuant to Section 1.1 of the Asset Purchase Agreement (the "Agreement") among Seller and Buyer dated December 28, 1993, does hereby sell, assign, transfer, convey and deliver to Buyer and Buyer's successors and assigns, free and clear or all encumbrances, all of the Seller's right, title and interest, in and to all of the assets listed below.

All assets, properties and rights in existence as of the date hereof which are used exclusively in the Business (as defined in the Agreement), including, without limitation, all of the right, title and interest of Seller in the following assets used exclusively in the Business:

- (a) all accounts receivable whether or not evidenced by an instrument;
- (b) all rights and privileges of the Seller under any contracts or open orders with suppliers, vendors and customers:
- all rights and privileges of Seller, (C) including payments due to Seller, pursuant to a leasing agreement or similar arrangement whether or not evidenced by a written document:
 - (d) all inventory;
- (e) all furniture, fixtures, equipment, computer hardware and software;
- (f) all leasehold interests and leasehold improvements created by all leases of personal property or real estate under which Seller is a lessee (the "Leases" including, without limitation Seller's rights under its lease agreement with North Hayward Corporate Center Associates for that certain premises situated at 20981 Cabot Boulevard Hayward, California;
- (g) all intellectual property, including (i) all logos, trade names, names and slogans used by Seller including, without limitation, all rights in and to the name "Gamajet" and (ii) all patents, copyrights, trademarks or other similar proprietary rights and applications therefor including, without limitation, all rights in and to the "Gamajet V" machine now

DSB:190091.1

TRADEMARK REEL: 002993 FRAME: 0933 under development and (iii) all rights under the Trade Secret, Restrictive Covenant and Patent Agreements (or agreements in respect of the same subject matter) executed by the Hayward Employees (as defined in the Agreement);

- (h) all customer and subscriber lists, files and records, warranty records, credit information and other information (whether recorded on computer, computer disc or other media);
- (i) all other lists, files, invoices, statements and records of the Business (whether recorded on computer, computer disc or other media) including, without limitation, those relating to the Lease Receivables and accounts payable or receivable and copies of state sales tax exemption certificates;
- (j) all prepaid expenses, advance payments, deferred charges, rights of offset, security and like deposits, and claims for refund, credits and the like;
- (k) all contracts, licenses, claims, agreements (including restrictive covenant agreements and covenants not to compete), commitments, product warranty and service agreements (and benefits arising from any of the foregoing); and
- (1) all other assets, properties nd rights of every kind and nature exclusively of the Business owned or held by Seller on the Closing Date (including intangible assets) whether or not referred to specifically in this Agreement.

TO HAVE AND TO HOLD the Assets unto Buyer and Buyer's successors and assigns, to its and their own use and benefit forever, and Seller, for itself, its successors and assigns, covenants and agrees, subject to the provisions of the Agreement, to warrant and defend the sale, assignment, transfer, conveyance and delivery to Buyer and Buyer's successors and assigns of the Assets, against all and every person and persons whomsoever.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

This Bill of Sale shall be binding upon Seller and Seller's successors and assigns and shall inure to the benefit of Buyer and Buyer's successors and assigns.

15-04 03:14pm From-Woodcock Washburn 2004 16:54 6104089945

This Bill of Sale shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed effective as of the date first set forth above.

SYBRON CHEMICALS INC.

γ:<u>_____</u>,<u>,,,,,,,,,</u>

erald V. DeLane

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RECORDED: 12/15/2004

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TRADEMARK REEL: 002993 FRAME: 0935