

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
Austenal, Inc.		06/18/2001	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fricke International, Inc.		
Street Address:	208 West Ridge Road		
City:	Villa Park		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1011344	PRO-FIT	
CORRESPONDENCE DATA			
Fax Number:	(312)554-3301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.554.3300		
Email:	docket@wwrfirm.com		
Correspondent Name:	Roger H. Stein		
Address Line 1:	311 S. Wacker Drive		
Address Line 2:	53rd Floor		
Address Line 4:	Chicago, ILLINOIS 60606-6630		
ATTORNEY DOCKET NUMBER:	3282 T 040		
NAME OF SUBMITTER:	Roger H. Stein		
Signature:	/Roger H. Stein/		
Date:	10/25/2005		

CH \$40.00 1011344

Total Attachments: 2

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**AGREEMENT TO PURCHASE
TRADEMARKS AND TRADE NAMES**

This Agreement is entered into this 18th day of June, 2001 by and between Austenal, Inc., an Illinois corporation ("Seller") and Fricke International, Inc., an Illinois corporation ("Buyer").

Preliminary Statement

- A. Buyer entered into that certain Purchase and Sale Agreement dated June 30, 1989 ("Sale Agreement") and License Agreement dated June 30, 1989 ("License Agreement") with Nobelpharma USA, Inc., and such License Agreement was assigned to the Seller. In the License Agreement, the Buyer was granted certain rights to use those trade names and trademarks listed on Exhibit B attached to the License Agreement.
- B. Section 5(d) of the License Agreement further provides that, upon expiration of twelve years from the date of execution of the License Agreement, the Buyer could purchase any of the trade names and trademarks appearing on said Exhibit B to the License Agreement, including the following trade names and trademarks:
 - a. Acupac™
 - b. Dual Purpose Monomer™
 - c. Profit®

NOW, THEREFORE, in consideration of the covenants, foregoing provisions and agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **Conveyance, Transfer and Assignment.** Seller for itself, its successors and assigns does hereby quit claim, sell, assign, transfer and set over unto Buyer, and its successors and assigns, for its and their own use forever, all of Seller's right, title and interest in and to the following trademarks and trade names, together with the goodwill of the business in which the marks are used (or that part of the goodwill of the business connected with the use of and symbolized by the marks):

Trademark Title

- a. Profit® #1011344

Trade Name

- a. Acupac™
- b. Dual Purpose Monomer™

- 2. **Consideration.** Upon execution of this Agreement, Buyer shall pay Seller the total sum of \$1,500.00 for the Trademarks (\$500.00 for each of the above referenced trademarks and trade names).

3. **No Warranties.** The above trademarks and trade names are sold "AS IS" and "WHERE IS" without any representation or warranty whatsoever. Without limiting the generality of the foregoing: **SELLER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE.**
4. **Binding Effect.** This Agreement shall be binding upon and enforceable against the parties, their successors and assigns.
5. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by a duly authorized officer as of the date first written above.

FRICKE INTERNATIONAL, INC.

By: Lawrence R. Fricke, Jr. / President
Lawrence R. Fricke, Jr. President

AUSTENAL, INC.

By: Gary N. Berg, President
Gary N. Berg, President (North America)

State of Illinois)
)
County of Cook)

Before me personally appeared Gary N. Berg, known to me to be the person that executed the foregoing instrument and acknowledged the execution and delivery thereof, and on behalf of Austenal, Inc., for the uses and purposes therein set forth on the day and year aforesaid.

Celeste J. Theis
Notary Public

Commission expires: 9/10/2003

