

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
Midwest Engineered Products Corp.		10/31/2005	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MEP Acquisition Corp.		
Street Address:	8888 Keystone Crossing		
Internal Address:	Suite 600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2403695	CENTRASEP	
Registration Number:	1864451	SCALEBUSTER	
CORRESPONDENCE DATA			
Fax Number:	(317)713-3699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-713-3500		
Email:	shale@sommerbarnard.com		
Correspondent Name:	Stephanie A. Hale		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	11669/9843		
NAME OF SUBMITTER:	Stephanie A. Hale		

CH \$65.00 2403695

Signature:	/sah/
Date:	10/31/2005
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the 31st day of October 2005, by Midwest Engineered Products Corp., a corporation duly organized and existing under the laws of the State of Indiana ("Assignor"), to MEP Acquisition Corp., a corporation duly organized and existing under the laws of the State of Indiana ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the 31st day of October 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain assets, including, without limitation, certain intellectual property assets;

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, all right, title and interest of Assignor in, to and under intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in, to and under all of Assignor's registered and common law trademarks, including but not limited to those marks set forth on Exhibit A attached hereto (collectively, the "Marks") and the goodwill of Assignor's business which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

Midwest Engineered Products Corp.

By:

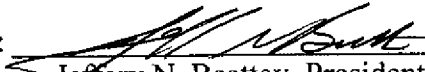

Jeffery N. Beatley, President

EXHIBIT A

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No./Reg.No.</u>
CENTRASEP	U.S.	Reg. No. 2,403,695
SCALEBUSTER	U.S.	Reg. No. 1,864,451
G FORCE CENTIFUGE	Indiana	Reg. No. 1997-0320
POWER-LUBE	Indiana	Reg. No. 5010-1419
SCALEBUSTER	Indiana	Reg. No. 5010-1059
ULTRA-KLEEN	Indiana	Reg. No. 5010-1789
WATER-WRINGER	Indiana	Reg. No. 5010-2377



Common Law