

**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
Dust-Tex Corporation		01/06/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	Dust-Tex Worldwide Corporation, Inc.
Street Address:	121 Broad Street
City:	Cleveland
State/Country:	TENNESSEE
Postal Code:	37311
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0337545	DUSTEX
Registration Number:	0866647	DUST-TEX
Registration Number:	0874253	DUST-TEX
Registration Number:	0875120	DUST-TEX
Registration Number:	0890243	DUST-TEX
Registration Number:	0890244	DUST-TEX
Registration Number:	0896095	DUST-TEX
Registration Number:	1361266	DUST-TEX
Registration Number:	1438887	

CORRESPONDENCE DATA	
Fax Number:	(423)508-1277
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423-756-3000
Email:	dhill@cbslawfirm.com

OP \$240.00 0337545

Correspondent Name: David J. Hill  
Address Line 1: Two Union Square  
Address Line 2: 1000 Tallan Building  
Address Line 4: Chattanooga, TENNESSEE 37402

ATTORNEY DOCKET NUMBER:	09490_01/0501
NAME OF SUBMITTER:	David J. Hill
Signature:	/David J. Hill/
Date:	01/09/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Assignment is made as of the 6<sup>th</sup> day of January, 2006, by Dust-Tex Corporation, a Tennessee corporation having an office and principal place of business in 121 Broad Street, Cleveland, Tennessee ("Assignor").

WHEREAS, Assignor owns the registered trademarks and the trademarks that are the subject of pending applications for registration which are listed on the attached Exhibit A (hereinafter referred to collectively as "the Trademarks"); and

WHEREAS each of the Trademarks is associated with certain of Assignor's products and/or services and symbolizes at least a portion of the goodwill of Assignor's business; and

WHEREAS Dust-Tex Worldwide Corporation, Inc. a Tennessee corporation having an office and principal place of business in Cleveland, Tennessee (hereinafter referred to as "Assignee") has purchased substantially all of the assets of Assignor's business, including the Trademarks and the goodwill of Assignor's business symbolized thereby, pursuant to an Asset Purchase and Sale Agreement dated December 19, 2005 ("the Agreement");


NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all Assignor's right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee that:
  - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee.
  - (b) Assignor has good and marketable title to the Trademarks, and Assignor has not granted any person or entity any security interest in any of the Trademarks, in any registration of any of the Trademarks, or in any applications to register any of the Trademarks.
  - (c) Assignor has not abandoned or discontinued use of the Trademarks.
  - (d) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby.
  - (e) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
3. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.

5. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.
6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

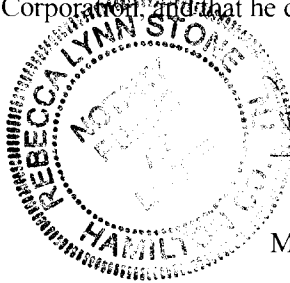
IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

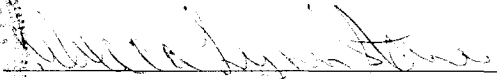
**ASSIGNOR: DUST-TEX CORPORATION**

By:   
 Paul Uren, President

State of Tennessee     )  
   )  
 County of Hamilton    )

Before me, a notary public in and for said county, appeared on this 6<sup>th</sup> day of January, 2006, Paul Uren, who is personally known to me (or who proved his identity by satisfactory evidence) to be the President of Dust-Tex Corporation, and he acknowledged that, as such officer, he is authorized to execute the foregoing Assignment on behalf of Dust-Tex Corporation, and that he did so of his own free will for the purposes set forth therein.



  
 Notary Public

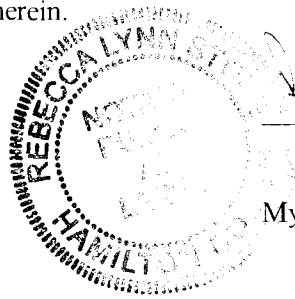
My commission expires: June 23, 2007

ACCEPTED BY ASSIGNEE: DUST-TEX WORLDWIDE CORPORATION, INC/

By: *Ivan Ivakhoff*  
Ivan Ivakhoff, President

State of Tennessee     )  
  )  
County of Hamilton     )

Before me, a notary public in and for said county, appeared on this 6<sup>th</sup> day of January, 2006, Ivan Ivakhoff , who is personally known to me (or who proved his identity by satisfactory evidence) to be the President of Dust Tex Worldwide Corporation, Inc. and he acknowledged that, as such officer, he is authorized to execute the foregoing Assignment on behalf of Dust Tex Worldwide Corporation, Inc. and that he did so of his own free will for the purposes set forth therein.



*Rebecca Lynn Stinson*  
Notary Public

My commission expires: *June 23 2007*

EXHIBIT A

TRADEMARK AND TRADENAMES

U.S. TRADEMARKS

U.S. Trademark, Registration No. 337,545  
U.S. Trademark, Registration No. 866,647  
U.S. Trademark, Registration No. 874,253  
U.S. Trademark, Registration No. 875,120  
U.S. Trademark, Registration No. 890,243  
U.S. Trademark, Registration No. 890,244  
U.S. Trademark, Registration No. 896,095  
U.S. Trademark, Registration No. 1,361,266  
U.S. Trademark, Registration No. 1,438,887

FOREIGN TRADEMARKS

Argentina Trademark, Registration No. 1,649,721  
Argentina Trademark, Registration No. 1,638,387  
Argentina Trademark, Registration No. 1,495,575 (writing for renewal certificate)  
Argentina Trademark, Registration No. 1,515,319 (renewal applied for)

Spain Trademark, Registration No. 2,518,049

Benelux Trademark, Registration No. 550,208

France Trademark, Registration No. 93,477,239  
(U.S. attorney is waiting for a translation of the list of goods and services from French associate.)

Mexico Trademark, Registration No. 493,608  
Mexico Trademark, Registration No. 493,609  
Mexico Trademark, Registration No. 493,610  
Mexico Trademark, Registration No. 493,611  
Mexico Trademark, Registration No. 4,888,444

