

05-12-2006



RECORD

103237108

TRADEMARKS ONLY

FEDERAL BUREAU OF PUBLIC RECORDS

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Braun Motor Works, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Indiana
☐ Other _____

Citizenship (see guidelines) U.S.A.Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 28, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Hi-Vac Corporation

Internal _____

Address: _____

Street Address: 117 Industry RoadCity: MariettaState: OhioCountry: U.S.A. Zip: 45750

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Ohio
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1067117Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Equipment for cleaning and inspecting sewers and pipelines—namely hydraulic sewer cleaners and leak detector television units sold therewith.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jim BennettInternal Address: Legal DepartmentStreet Address: 27811 State Route 7City: MariettaState: Ohio Zip: 45750Phone Number: 740-374-3613Fax Number: 740-374-3618Email Address: jfb@allianceindustries.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Jim Bennett

Name of Person Signing

Date

May 4, 2006

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/11/2006 10:00:00 1067117 40.00 DP 01 FC:4321

TRADEMARK
REEL: 003337 FRAME: 0324

ASSIGNMENT OF TRADEMARKS AND NAMES

WHEREAS, Braun Motor Works, Inc. ("Seller"), an Indiana corporation, is the owner of all right, title and interest in and to certain trademarks and names described below (collectively, "Trademarks and Names"); and

WHEREAS, contemporaneous with the execution of this assignment, Hi-Vac Corporation ("Purchaser"), an Ohio corporation, is acquiring all of the Seller's right, title and interest in and to the Trademarks and Names and associated goodwill pursuant to an Asset Purchase Agreement by and between the Seller and the Purchaser dated as of even date herewith (the "Purchase Agreement");

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Seller hereby sells, assigns, transfers and sets over to the Purchaser, its successors and assigns, as of the "Effective Date," as defined hereinbelow, all of the Seller's right, title and interest in and to the trademarks and tradenames used or usable by Assignor in the business owned by Assignor doing business as "O'Brien Manufacturing Division" in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks and Names (including, without limitation, the right to renew any registrations included in the Trademarks and Names, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks and Names and any priority right that may arise from the Trademarks and Names, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. This Assignment includes the trademark registered in the U.S. Patent and Trademark Office as "O'BRIEN," Registration No. 1067117 and any variations thereof (the "Names") and all goodwill, trademarks, trademark rights and interests, and other rights, benefits, and entitlements thereto, both tangible and intangible, whether or not registered or registrable, together with the right to enforce in Purchaser's own name or in the name of Seller any and all rights hereby assigned.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

After the delivery of this Assignment, the Seller shall upon request of the Purchaser execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Purchaser's right, title and interest in and to the Names acquired by the Purchaser hereunder.

This Assignment of Trademarks and Names Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

Q.B.
4/28

IN WITNESS WHEREOF, the undersigned, by their duly authorized officers, have signed this instrument effective the 28th day of April, 2006 ("Effective Date").

BRAUN MOTOR WORKS, INC.

("Seller")

Attest:

By:


Ralph Braun

Its: President



William R. Roth

Secretary

Dated: 04-18-2006

HI-VAC CORPORATION


("Purchaser")

Attest:

23. By:


William G. Petrole

Its: President



John A. Walsh, Secretary

Dated: April 28, 2006

STATE OF INDIANA)
)
 COUNTY OF PULASKI)

Before me, a Notary Public in and for said County and State, personally appeared Ralph Braun, the President of Braun Motor Works, Inc. and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this 20TH day of April, 2006.

Monica R. O'Connor
 Signature - Notary Public

MONICA R. O'CONNOR
 Printed Name - Notary Public

My County of Residence: PULASKI My Commission Expires: 06-03-2007

STATE OF OHIO)
)
 COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said County and State, personally appeared William G. Petrole, the President of Hi-Vac Corporation, and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this 28th day of April, 2006.



PATRICIA HUCK, Notary Public
 In and For The State of Ohio
 My Commission Expires July 9, 2007

Patricia Huck
 Signature - Notary Public

Patricia Huck
 Printed Name - Notary Public

My County of Residence: Washington My Commission Expires: July 9, 2007

This instrument was prepared by: Robert A. Greising, Esq.
 One Indiana Square, Suite 2800
 Indianapolis, IN 46204

KD_IM-697093_1.DOC/SIGNATURE PAGE FOR ASSIGNMENT OF TRADEMARKS AND NAMES

2B
 4/28