

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raven Lining Systems, Inc.		12/01/2005	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cipar, Inc.		
<b>Street Address:</b>	1209 N. Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801-1120		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1962828	RAVEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(918)591-5360		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(918) 582-1211		
<b>Email:</b>	rblue@dsda.com		
<b>Correspondent Name:</b>	Rachel Blue		
<b>Address Line 1:</b>	320 South Boston Avenue		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74103-3725		
<b>ATTORNEY DOCKET NUMBER:</b>	RAV240.94664		
<b>NAME OF SUBMITTER:</b>	Rachel Blue		
<b>Signature:</b>	/rachelblue/		
<b>Date:</b>	06/29/2006		

CH \$40.00 1962828

**Total Attachments: 6**

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## INTER-COMPANY TRANSFER AGREEMENT

THIS INTER-COMPANY TRANSFER AGREEMENT (the "Agreement") dated as of December 1, 2005 (the "Transfer Date"), is by and between RAVEN LINING SYSTEMS, INC., an Oklahoma corporation ("RLS") and CIPAR INC., a Delaware corporation ("CIPAR").

### WITNESSETH:

WHEREAS, both CIPAR and RLS are wholly owned subsidiaries of Cohesant Technologies Inc. ("COHT").

WHEREAS, COHT is re-aligning its operations to enhance its focus on the protection, renewal and rehabilitation of drinking water distribution systems and waste water collection systems.

WHEREAS, RLS desires to transfer, convey, assign and deliver to CIPAR certain of its assets, properties and rights relating to its operations under the Raven name, and further desires that CIPAR assume and pay in full all of the obligations and liabilities relating to the transferred assets.

WHEREAS, CIPAR has agreed to accept the foregoing transfer, conveyance, assignment and delivery and has agreed to assume and pay in full all of the aforementioned obligations and liabilities relating to the transferred assets subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

### ARTICLE 1

#### Transfer of Asset

Section 1.1. Transfer to CIPAR. On the Transfer Date, RLS will contribute, transfer, convey, assign and deliver to CIPAR, all of RLS's right, title and interest in, to and under all of the assets, properties and rights of RLS relating to its Raven operations, including but not limited to its Certified Applicator network listed on schedule A hereto, its trade name and mark "RAVEN" (Fed. Serial No. 74570076, Reg. No. 1962828), the formulae for Raven 404, Raven 405 and A-61 versions known as CuraPoxy), and certain receivables, equipment, inventory and other assets included on the balance sheet attached hereto as Exhibit B (collectively, the "Assets").

Section 1.2. Assumed Liabilities. At the Closing, CIPAR will assume and agrees to pay, perform and discharge when due all of the obligations and liabilities of RLS pertaining to the Assets, including, but not limited to all obligations of RLS under the Certified Applicators Agreements listed on Schedule A hereto.

## ARTICLE 2

### Closing

Section 2.1. Effective Time. The transfer under this Agreement is effective as of 12:01 a.m. on December 1, 2005. This Agreement shall constitute the written instruments of assignment to effect the transfer to CIPAR.

Section 2.2. Third-Party Consents. Anything in this Agreement to the contrary notwithstanding, in the event an assignment or purported assignment to CIPAR of any of the agreements, contracts or commitments of RLS (sometimes collectively referred to as a contract or the "contracts"), or any claim, right or benefit arising thereunder or resulting therefrom, without the consent of other parties thereto, would constitute a breach thereof or would not result in CIPAR receiving all of the rights of RLS thereunder, such contract shall be deemed not to have been assigned by RLS to CIPAR. In those circumstances, RLS will use its best efforts to obtain any such consent. If such consent is not obtained and required to effectively assign a contract to CIPAR, RLS will cooperate with CIPAR in any arrangement to provide CIPAR with the full claims, rights and benefits under any such contract, including enforcement at the cost and for the benefit of CIPAR of any and all right of RLS, as the case may be, against a third party thereto arising out of the breach or cancellation by such third party or otherwise, and any amount received by RLS in respect thereof shall be held for and paid over to CIPAR.

Section 2.3. Further Assurances. RLS will, from time to time, execute and deliver such other and further instruments of conveyance, assignment, transfer and consent as CIPAR may require for the most effectual conveyance and transfer of the Assets to CIPAR.

## ARTICLE 3

### Representations of RLS

RLS represents, warrants and agrees as follows:

Section 3.1. Execution and Validity of Agreement: Existence and Good Standing. RLS has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by RLS and the consummation by RLS of the transactions contemplated hereby have been duly authorized by all required action on behalf of RLS. This Agreement has been duly and validly executed and delivered by RLS and constitutes the legal, valid and binding obligation of RLS enforceable against it in accordance with its terms, subject to the qualifications that enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law). RLS is a corporation duly organized and validly existing and in good standing under the

laws of the State of Oklahoma, with the full power and authority to own its property and to carry on its Business all as and in the places where such properties are now owned or operated.

Section 3.2. Books and Records. All accounts, books, ledgers and official and other records material to the business of RLS maintained by or on behalf of RLS of whatsoever kind have been properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

Section 3.3. Consents. No order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by any governmental agency, commission, board or public authority, or any other person is required to authorize, or is required in connection with, the execution, delivery or performance by RLS of this Agreement, or any other agreement or instrument to be executed or delivered by RLS herewith. The consent or approval of the other contracting party to any Contract is not required for the transfer of the Assets to CIPAR and the consummation of the transactions contemplated herein.

## ARTICLE 4

### Miscellaneous

Section 4.1. Binding Effect. This Agreement shall be binding upon, and the benefit thereof shall inure to the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 4.2. Recitals. The recital contained at the beginning of this Agreement, shall be deemed an integral part of this Agreement and shall be incorporated herein by reference.

Section 4.3. Governing Law. This Agreement is made and entered into, and shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

Section 4.4. Entire Agreement. Except for other agreements or instruments executed by the parties hereto in connection herewith, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written.

Section 4.5. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

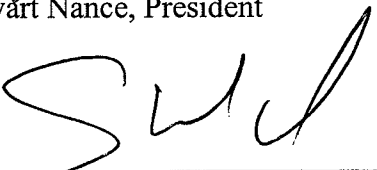
Section 4.6. Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and their respective successors and assigns as permitted under Section 4.1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RAVEN LINING SYSTEMS, INC.

By:   
\_\_\_\_\_  
J. Stewart Nance, President

CIPAR, INC.

By:   
\_\_\_\_\_  
Stuart McNeill, President

## EXHIBIT A

CERTIFIED APPLICATOR SIGNED AGREEMENTS						
Certified Applicator	Original CAA Date	Current Agmt Active CA	Outdated Agmt Active CA	Current Agmt Inactive CA	Outdated Agmt Inactive CA	Comments
1 Ace Pipe	1/23/2003	X				
2 Alaska Road Boring	6/12/1997		X		X	Infrequent activity - Still has equipment and desire to work as avlb
3 Alex Paris	9/1/1999				X	
4 Allied Industrial Coatings	12/14/2004			X		
5 Aulffo Painting, Inc.	5/25/2005	X				No copy of executed Agmt
6 Aulson Painting	09/01/04	X				No copy of executed Agmt
7 Champion Coating	10/2/2000		X			
8 City of Denton	6/23/1905	X				No copy of executed Agmt
9 CLS Service	12/22/99		X			Renewal not returned
10 Corrosion Resistant Coatings	12/6/2004	X				
11 Dallas One	3/29/2004	X				
12 Dun-Right	12/01/99		X			
13 En-Tec	5/11/2001	X				Int'l Taiwan
14 F.D. Thomas	9/16/2004	X				
15 F & L Concrete	01/21/98	X				outdated agreement
16 G & M Painting	10/9/2001	X				
17 Graley Mechanical	9/5/2000		X			
18 Hartman-Walsh	3/2/2005	X				Needs training
19 Honolulu Industrial Coatings	8/1/2004	X				No copy of executed Agmt
20 JMR Utilities	4/15/05	X				
21 Jeffco Painting & Coating	7/18/05	X				
22 K.R. Swerdfeger	3/29/2001	X				
23 KIM Construction	7/10/1998	X				April 05 advised to training/no other Agreement found
24 L & L Construction	12/9/2002	X				
25 Long Painting	7/30/2001	X				
26 Luckinbill, Inc.	11/1/93				X	
27 Lyttle	5/6/2003	X				
28 Matheson Painting	7/28/2004	X				
29 Midlands Contracting	7/18/2005	X				
30 Molecular, Inc.	8/9/2004	X				
31 National Plant Services	4/22/2004	X				
32 National Water Main	8/18/2003	X				
33 Neale Painting	5/3/2004			X		Needs training
34 Northwest Concrete	3/19/2004	X				
35 Odesco	11/3/2003			X		Merged with Ace
36 Odle	9/8/2004	X				
37 Philip Ross Industries	7/15/2005	X				
38 PIM	10/5/1994		X			No copy of executed Agmt
39 Plummer	3/28/2001	X				
40 Pro Tech Coatings	1/24/2001	X				Temp CA
41 Protective Coatings & Cons	6/15/2005	X				Needs training
42 Redwood	5/9/2003	X				
43 Reynolds	3/4/2000		X			
44 S&L Industrial (Sharon B)	1/1/1996					Never signed Agmt
45 SM Protective Coating	4/5/2001		X			
46 South Baldwin Plumbing	11/11/2000		X			
47 Southwest Environmental	1/25/2005	X				
48 Structures & Utilities	8/9/2004	X				
49 Teenies	4/21/2004			X		
50 Tele Environmental	07/26/04	X				
51 Topcor	10/13/2004	X				
52 Universal Painting	9/6/2001	X				Credit Suspension
53 Visu-Sewer	09/01/99		X			

TRADEMARK

REEL: 003338 FRAME: 0767

Raven Lining Systems Inc.  
Asset & Liability Transfer  
December 1, 2005

Exhibit B

	CIPAR
<b>CURRENT ASSETS</b>	
Cash	
Accounts Receivable:	
Trade	1,093,831
Allowance for Doubtful Accounts	(104,000)
Misc Receivables	
Sub-Total	989,831
Inventory:	
Inventory	170,602
Less Reserves	
Sub-Total	170,602
Prepaid Expenses	37,133
Deferred tax assets	
<b>TOTAL CURRENT ASSETS</b>	<b>1,197,566</b>
<b>OTHER ASSETS</b>	
Property, Plant, and Equipment	121,032
Allowance for Depreciation	(84,233)
Sub-Total	36,799
Other Assets:	
Goodwill	420,127
Patents, Trademarks, Formulation Costs	
Deposits and Other Assets	
Sub-Total	420,127
<b>TOTAL OTHER ASSETS</b>	<b>456,926</b>
<b>TOTAL ASSETS</b>	<b><u>1,654,492</u></b>
<b>CURRENT LIABILITIES:</b>	
Accounts payable	0
Accrued salaries, benefits and commissions	17,809
Accrued income taxes	0
Other current liabilities	83,678
<b>TOTAL CURRENT LIABILITIES</b>	<b>101,487</b>
<b>INTERCOMPANY ACCOUNTS</b>	
Cohesant Technologies	1,553,005
<b>LONG TERM LIABILITIES:</b>	
Deferred Tax Liability	
<b>TOTAL LIABILITIES</b>	<b>1,654,492</b>
<b>STOCKHOLDER'S EQUITY</b>	
Common Stock	
Retained Earnings	
Current Year Retained Earnings	
<b>TOTAL EQUITY</b>	<b>0</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b><u>1,654,492</u></b>