

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
Cohesant Infrastructure Protection and Renewal of Canada, Ltd.		12/01/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	CIPAR, Inc.		
Street Address:	1209 N. Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2838716	CURAPOXY	
Registration Number:	2951348	CURAFLO	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6142272000		
Email:	rmorgan@porterwright.com		
Correspondent Name:	Robert J. Morgan		
Address Line 1:	41 South High Street		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4002350-159684		
NAME OF SUBMITTER:	Robert J. Morgan		
Signature:	/Robert J. Morgan/		

CH \$65.00 2838716

Date:

08/09/2006

Total Attachments: 3

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SCHEDULE "B" - TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made as of December 1, 2005 ("Effective Date"), by and between **Cohesant Infrastructure Protection and Renewal of Canada Ltd.**, a corporation incorporated under the laws of Canada ("Assignor") and **CIPAR Inc.**, a corporation incorporated under the laws of the State of Delaware ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 1, 2005 (the "Purchase Agreement")

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to the Assignee all of its rights, title and interests in and to all Intellectual Property, including without limitation all the registered trademarks, trade names and service marks identified on Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, Assignor and the Assignee desire to execute this Assignment to further evidence the transfer of the Marks by Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby convey, assign and set over to Assignee, its respective successors, assigns or other legal representatives the exclusive right, title and interest in and to the Marks, and all of the goodwill associated therewith, for the United States, Canada and for all other foreign countries, including, without limitation, any and all renewals and extensions of such Marks that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, for Assignee's exclusive use and enjoyment, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Marks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment.
2. Assignee hereby accepts the foregoing assignment of the Marks and hereby assumes all duties and obligations under the same arising from and after the Effective Date (including, without limitation, all fees and costs related to the recordation of this Assignment).
3. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.
4. Assignor authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record Assignee as the assignee and exclusive owner of the Marks.

5. Assignor shall provide Assignee cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewals of the Marks; (2) in the prosecution or defense of any administrative proceedings, infringement, or other proceedings that may arise in connection with any of the Marks, including, without limitation, to testify as to any facts relating to the Marks and/or this Assignment; (3) in obtaining any additional protection that Assignee may deem appropriate, which may be served under the laws or are hereafter in effect in the United States, Canada or any other country; and (4) in the implementation and perfection of this Assignment in accordance with its terms.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

**COHESANT INFRASTRUCTURE
PROTECTION AND RENEWAL OF
CANADA LTD**

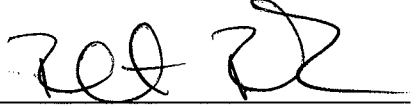
By: 

Name:

Title:

ASSIGNEE:

CIPAR INC.

By: 

Name:

Title:

TRADEMARK

REEL: 003365 FRAME: 0825

SCHEDULE A

TRADEMARK/SERVICE MARK REGISTRATIONS

Trademark/Service Marks	County	Registrant	Reg. No. Ser./App. No.	Reg. Date
CURAPOXY	USA	Cohesant Infrastructure Protection and Renewal of Canada Ltd.	Registration No. 2,838,716 Serial No. 78245752	May 4, 2004
CURAFLO	USA	Cohesant Infrastructure Protection and Renewal of Canada Ltd.	Registration No. 2,951,348 Serial No. 78245632	May 17, 2005
CURATECH	Canada	Cohesant Infrastructure Protection and Renewal of Canada Ltd.	Registration No. 616,749 Application No. 1175862	August 17, 2004
CURAPOXY	Canada	Cohesant Infrastructure Protection and Renewal of Canada Ltd.	Registration No. 616,040 Application No. 1174316	July 29, 2004
CURAFLO	Canada	Cohesant Infrastructure Protection and Renewal of Canada Ltd.	Registration No. 625,744 Application No. 1144144	November 17, 2004