

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																								
CONVEYING PARTY DATA																									
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CORRESPONDENCE DATA																									
Fax Number: (513)579-6457 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 5135796960 Email: trademarks@kmklaw.com Correspondent Name: Courtney A. Laginess Address Line 1: One East Fourth Street Address Line 2: Suite 1400																									

OP \$190.00 78169798

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

CL2395MA0002

NAME OF SUBMITTER:

Courtney A. Laginess

Signature:

/Courtney A. Laginess/

Date:

09/29/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**") is effective as of September __, 2006 ("**Effective Date**") from RANSOHOFF, INC., a Delaware corporation and Blackstone-Ney Ultrasonics, Inc., a New York corporation (collectively, the "**Assignor**") to NMGG CTG, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to each of the trademarks listed on the attached Exhibit A (the "**Trademarks**");

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement dated as of September __, 2006 (the "**Contribution Agreement**"), which Contribution Agreement provides, among other things, for the sale, transfer, assignment and conveyance of substantially all of Assignor's assets used or usable in Assignor's business, defined in the Contribution Agreement as the "Contributed Assets;"

WHEREAS, pursuant to the Contribution Agreement, the Trademarks are included in the Contributed Assets, and Assignee therefore wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, the parties hereto wish to evidence such assignment as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Assignor's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("**Related Rights**"); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.


3. Limitation. This Assignment is intended to implement the provisions of the Contribution Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this

instrument is inconsistent with the Contribution Agreement, the provisions of the Contribution Agreement shall control.

4. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

[Rest of page intentionally left blank. Signatures to follow.]

By: 
Name: Stephen D. Temple
Title: President

By: Eugene Phaneuf
Name: ~~Stephen D. Temple~~ EUGENE PHANEUF
Title: President

On this ____ day of _____, _____, before me appeared Stephen D. Temple, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Ransohoff, Inc. and Blackstone-Ney Ultrasonics, Inc. with authority to do so.

TRADEMARK
REEL: 003399 FRAME: 0815

EXHIBIT A
TRADEMARKS

Mark	Serial No.	Registration No.	Filing/Registration Date
UpSweep	78512406	3116146	July 18, 2006
DualSweep	78512431	3035526	December 27, 2005
MultiSonik	78512415	3035521	December 27, 2005
The Grease Monkey	78281873	2934748	March 22, 2005
Blackstone-Ney Ultrasonics	78279820		July 28, 2003
Neptune	78276850	2860323	July 6, 2004
ProSonik	75151903	2252296	June 15, 1999
MicroSonik	75154218	2223326	February 9, 1999
SweepSonik	75152566	2115670	November 25, 1997
Atlantis	76176238	2608948	August 20, 2002
Hydro Deburr	78169798	2823145	March 16, 2004
Lean Veyor	76554020	2894917	October 19, 2004
Sure Clean	76342391	2763413	September 16, 2003
Agi-Sonic	76107068	2560252	April 9, 2002
Lean Jet	75778520	2456290	May 29, 2001
Lean Jet (& design)	75778519	2582893	June 18, 2002
Ransohoff	72079710	0694510	March 15, 1960

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