

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
Wartner USA B.V.		10/16/2006	COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Medtech Products, Inc.		
Street Address:	90 North Broadway		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2377081	WARTNER	
Registration Number:	2739843	WARTNER PRO	
CORRESPONDENCE DATA			
Fax Number:	(423)752-9548		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4232094103		
Email:	mjohnson@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	1800 Republic Centr, 633 Chestnut St.		
Address Line 2:	Baker, Donelson, Bearman, Caldwell		
Address Line 4:	Chattanooga, TENNESSEE 37450-1800		
ATTORNEY DOCKET NUMBER:	2016563-000014		
NAME OF SUBMITTER:	Micheline Kelly Johnson		
Signature:	/micheline kelly johnson/		

OP \$65.00 2377081

Date:

11/03/2006

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into as of the 21st day of September, 2006 (the "Effective Date"), by and between Wartner USA B.V. ("Assignor"), a private company with limited liability organized under the laws of the Netherlands, and Medtech Products, Inc., a Delaware corporation ("Assignee") (each individually a "Party;" collectively the "Parties").

WITNESSETH:

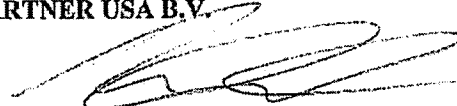
WHEREAS Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to accept the sale and assignment of all of Assignor's right, title and interest in and to the intellectual property in connection with the business of Assignor, and as shown on the attached Schedule 3.15, together with the goodwill associated with such trademarks and symbolized thereby (the "Intellectual Property").

NOW, THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer over to Assignee and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill associated with such trademarks and symbolized thereby, and consents to Assignee's use and applications and registration thereof including any renewals and extensions of the registrations that are or may be secured under the laws of the Territory issuing such registrations, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Intellectual Property as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. Assignor requests all applicable Patent and Trademark Offices record Assignee as the assignee and owner thereof.

The Parties shall provide to each other and their successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (3) in obtaining any additional protection for any of the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or the European Community; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective the 21st day of September, 2006.

WARTNER USA B.V.

By: 
Name: R.T. DEVILEE
Title: MANAGING DIRECTOR

STATE OF)
)
COUNTY OF)

On this _____ day of October, 2006, there appeared before me _____, on behalf of Wartner USA B.V., personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Notary Public

My commission expires: _____

[Additional signature on following page.]



MEDTECH PRODUCTS, INC.

By: Eric S. Klee
Name: ERIC S. KLEE
Title: Assistant Secretary

STATE OF New York)
)
COUNTY OF Westchester

On this 18th day of October, 2006, there appeared before me ERIC S. KLEE, on behalf of Medtech Products, Inc., personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

Marie J. De Leo
Notary Public

My commission expires: 12/24/09

MARIE J. DE FEO
Notary Public, State of New York
No. 01DE8068143
Qualified in Westchester County
Commission Expires December 24, 2009

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⑩

WARTNER

TRADEMARKS

REG. NO. U.S. Reg. No. 2,377,081	TRADEMARK WARTNER	OWNER Warner USA B.V.	STATUS Active
U.S. Reg. No. 2,739,843	WARTNER PRO	Warner USA B.V.	<ul style="list-style-type: none"> Section 8 & 15 Affidavits filed and accepted Renewal due 8/15/2010 Assignments recorded
Canadian Reg. No. TMAS1401	WARTNER	Warner USA B.V.	<ul style="list-style-type: none"> Section 8 & 15 Affidavits due 7/22/2009 Renewal due 7/22/2013 Assignments recorded
			<ul style="list-style-type: none"> Renewal due 5/2/2016 Assignments recorded

PATENTS

PATENT NO. U.S. Patent No. 6,296,410	PATENT Apparatus for Dispensing an Amount of Fluid Coolant and a Dispensing Unit	OWNER Warner USA B.V.	STATUS Active
Canadian Patent Application No. 2,326,437	Apparatus for Dispensing an Amount of Fluid Coolant and a Dispensing Unit	Warner USA B.V.	<ul style="list-style-type: none"> Maintenance fee due 4/2/2005 - PAID Maintenance fee due 4/2/2009 Maintenance fee due 4/2/2013 Assignments recorded
			<ul style="list-style-type: none"> Annual Annuitates due 3/30 - Next annuity due 3/30/2007 Assignment being recorded



Simmons & Simmons

Notarisation

The Undersigned:

Miriam Karin Anneke van de Velde-Offringa, as a s substitute of Frank Evert Roos, civil law notary in Rotterdam, the Netherlands,

declares:

based and exclusively relying on:

- (i) a valid identification document of Devilee (defined hereinafter) being a Dutch passport with number ND1528796, issued at Berkel en Rodenrijs, the Netherlands, on the 20th day of September 2002;
- (ii) corporate data of the Company (defined hereinafter) filed by the Company with the Commercial Register (defined hereinafter), which data is provided by the Commercial Register to the public (the "Corporate Data I");
- (iii) corporate data of the Corporate Managing Director (defined hereinafter) filed by the Corporate Managing Director with the Commercial Register (defined hereinafter), which data is provided by the Commercial Register to the public (the "Corporate Data II")

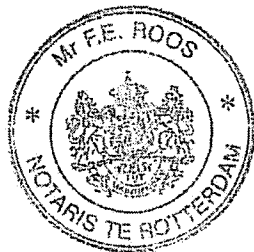
the following:

- A) the private company with limited liability Wartner USA B.V., having its registered office in Amsterdam, the Netherlands, and its principal place of business at 2651 AV Berkel en Rodenrijs, Spoorhaven 88, the Netherlands, has been incorporated under the laws of the Netherlands (the "Company");



- B) the Company is registered with the Commercial Register (*Handelsregister*) (the "Commercial Register") held by the Chamber of Commerce and Industries for Haaglanden, the Netherlands, under number 20103799;
- C) the following legal entity is Managing Director of the Company (*statutaire directeur*) and is according to the Corporate Data I fully authorised to represent and bind the Company:
Sorato Trust B.V., a private company with limited liability, having its registered office in Rotterdam, the Netherlands, and its principal place of business at 2651 AV Berkel en Rodenrijs, Spoorhaven 88, the Netherlands, (the "Corporate Managing Director");
- D) attached hereto is a document (Annex) bearing the genuine signature of:
Mr. Robertus Theodorus Devilee, residing at 2651 KV Berkel en Rodenrijs, Kleihoogt 55, the Netherlands, born in The Hague ('s-Gravenhage), on the 26th day of May 1951 ("Devilee");
- E) Devilee is Managing Director of the Corporate Managing Director (*statutaire directeur*) and is according to the Corporate Data II fully authorised to represent and bind the Corporate Managing Director.

Executed in Rotterdam on 13 October 2006



APOSTILLE

1. (Convention de la Haye du 5 Octobre 1961)
Country: NETHERLANDS
This public document
 2. has been signed by mr. M.K.A. van de Velde-
Offringa
 3. acting in the capacity of junior notary
 4. bears the seal/stamp of
mr. F.E. Roos at Rotterdam
certified
 5. at Rotterdam
 6. the 13-10-2006
 7. by the Clerk of the District Court
- (Griffier van de Rechtbank)
8. No. HA RP 06.11988
9. Seal/stamp
10. Signature

