

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/25/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magnequench, Inc.		05/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SMCO Holding LLC
Street Address:	60 High Oaks Drive
City:	Watchung
State/Country:	NEW JERSEY
Postal Code:	07069
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0977626	RECOMA

CORRESPONDENCE DATA

Fax Number: (317)592-4238
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-236-5879
 Email: dean@icemiller.com
 Correspondent Name: Natalie J. Dean
 Address Line 1: One American Square
 Address Line 2: Suite 3100
 Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	13253.0010
NAME OF SUBMITTER:	Natalie J. Dean
Signature:	/Natalie J. Dean/

OP \$40.00 0977626

Date:

12/28/2006

Total Attachments: 2

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ASSIGNMENT

THIS (“Assignment”), dated as of the 31st day of May, 2006, is made by MAGNEQUENCH, Inc., a Delaware corporation located at 9775 Crosspoint Boulevard, Suite 100, Indianapolis, Indiana 46256, U.S.A. (the “Assignor”), in favor of SMCO HOLDING LLC, a Delaware limited liability company located at 60 High Oaks Drive, Watchung, New Jersey 07069, U.S.A. (the “Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a License and Assignment Agreement dated as of June 25, 2004, as amended (the “License and Assignment Agreement”) whereby Assignor has transferred to Assignee the following Intellectual Property, together with the good will of the business symbolized by and associated therewith:

Assigned Registered Trademark:

Name	Reg. No.	Date
RECOMA	0,977,626	January 29, 2004

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the License and Assignment Agreement, Assignor hereby acknowledges that it has sold, conveyed, transferred, assigned, and delivered to Assignee, and its successors and assigns, all of Assignor’s right, title and interest in and to the Intellectual Property, together with the good will of the business symbolized by and associated therewith, free and clear of all liens, claims, charges and encumbrances of any kind whatsoever, except as expressly provided in the License and Assignment Agreement, to have and to hold forever.

This Assignment shall be binding upon the respective successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee. This Assignment is executed and delivered pursuant to, and shall be construed in accordance with, the terms of the License and Assignment Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the License and Assignment Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

MAGNEQUENCH, INC.

By:

Archibald Cox, Jr.

Date:

31 MAY 2006

Archibald Cox, Jr.

Title: Chairman

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 31st day of ~~January~~ May, 2006.

Michelle M. Molin
Signature

Michelle M. Molin, Notary Public
(Printed Name)

My Commission Expires: 02/19/09 County of Residence: Boone

SMCO HOLDING LLC

By:

Archibald Cox, Jr.

Date:

31 MAY 2006

Archibald Cox, Jr.

Title:

CHAIRMAN

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 31st day of ~~January~~ May, 2006.

Michelle M. Molin
Signature

Michelle M. Molin, Notary Public
(Printed Name)

My Commission Expires: 02/19/09 County of Residence: Boone