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
Derf Corporation	FORMERLY Litholink Corporation	11/13/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Litholink Corporation		
Street Address:	2250 West Campbell Park Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60612		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78969112	LITHOLINK

CORRESPONDENCE DATA

Fax Number: (919)834-4564

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (919) 828.0564

Email: trademarks@parkerpoe.com

Correspondent Name: Parker Poe Adams & Bernstein LLP

Address Line 1: 150 Fayetteville Street Mall Address Line 2: Suite 1400, P.O. Box 389

Address Line 4: Raleigh, NORTH CAROLINA 27602-0389

ATTORNEY DOCKET NUMBER:	93635	
NAME OF SUBMITTER:	James A. Thomas	
Signature:	/jat/	
Date:	02/13/2007	

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TRADEMARK ASSIGNMENT AND ACCOMPANYING GOODWILL

This Assignment is made effective as of the 13th day of November, 2006 from DERF Corporation, f/k/a LITHOLINK Corporation, a corporation organized and existing under the laws of Illinois and having its principal place of business at 5727 S. Kenwood Avenue; Chicago, Illinois 60637 ("Assignor") to LITHOLINK Corporation, a corporation organized and existing under the laws of Delaware and having its principal place of business at 2250 West Campbell Park Drive; Chicago, Illinois 60612 ("Assignee");

1. Assignor is the owner of the in-use trademark application (§1(a) application) for

"Litholink"

Application Serial Number 78969112 Filing Date September 7, 2006 ("Trademark"),

together with the goodwill of the business symbolized by the Trademark.

- 2. Assignee has agreed to purchase the Trademark together with certain other properties and assets of Assignor under an Asset Purchase Agreement between the parties.
- 3. Assignee and Assignor have agreed in their Asset Purchase Agreement that Assignor represents and warrants to Assignee that:
 - (a) Assignor owns the entire right, title and interest in and to the Trademark, free and clear of any encumbrance.
 - (b) The application to register the Trademark is in good standing and without challenge by any third party, and to the knowledge of Assignor, there are no pending claims, actions or proceedings which challenge the validity of the Trademark or which form the basis for the Trademark being adjudicated invalid or unenforceable; and Assignor has the sole and exclusive right to bring actions for infringement or unauthorized use of the Trademark, and to the knowledge of Assignor, there is no basis for any such action.
- 4. In consideration of the payment of Ten Dollar (US\$ 10.00) and other valuable consideration, the sufficiency of which Assignor and Assignee acknowledge, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademark, together with
 - (a) the goodwill of the business symbolized by the Trademark, and
 - (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark, and
 - (c) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
- 5. Assignee shall bear all costs related to this Assignment. Each party agrees to perform all acts, including without limitation executing documents or certificates, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment;

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provided that Assignee shall bear all costs of any such acts and shall reimburse Assignor its costs incurred in taking any such acts.

- 6. Assignee agrees to record promptly this Assignment (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office to change the name and address of record for the Trademark or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Trademark will be sent to Assignee.
- 7. This Agreement shall be governed by the Lanham Act of 1946, 15 U.S.C. as well as the laws of the State of North Carolina, United States, without giving effect to its conflict of law provisions. Exclusive venue for legal proceedings arising hereunder shall be in the Federal District Court for the Middle District of North Carolina, United States.

The parties have signed this Agreement as of the Effective Date.

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DERF Corporation (full legal number of Assignor)

Name: Kirk B. Johnson

Title: Executive Vice President, Secretary

and General Counsel

ASSIGNEE:

Litholink Corporation (full legal name of Assignee)

(uni regul name of rissignee)

Name: F. Samuel Eberts III

Title: Assistant Secretary

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ACKNOWLEDGEMENT (ASSIGNOR)

COUNTY OF Cook I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a drivers livense (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kirk B. Johnson. Date: January 10, 2007 Official Signature of Notary) SANDRA J. UALENTINO, Notary Public (Printed or Typed Name of Notary) OFFICIAL SEAL SANDRA J VALENTINO NOTARY PUBLIC - STATE OF ILLINOIS My Commission expires: $\frac{6}{22}/09$ ACKNOWLEDGEMENT (ASSIGNEE) STATE OF North COUNTY OF Alamanca I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal (a credible witness has sworn to identification with the principal's photograph in the form of a the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: F. Samue / Ebects III (Name(s) of Principals(s)). , Notary Public (Printed or Typed Name of Notary)

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My Commission expires: _

RAL 353438v1

RECORDED: 02/13/2007

(Official Seal)

STATE OF Illinois

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