

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			
Name	Formerly	Execution Date	Entity Type
Envirite Corporation		03/29/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AJYL Holdings, Inc.		
Street Address:	2050 Central Avenue, SW		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44707		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2225582	ENVIRITE	
Registration Number:	1164088	ENVIRITE	
Registration Number:	2235819		
Registration Number:	1078610		
CORRESPONDENCE DATA			
Fax Number:	(330)376-4577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-849-6755		
Email:	tlink@ralaw.com		
Correspondent Name:	Terrence H. Link II, Esq.		
Address Line 1:	222 S Main St		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	115055.0002 YA HOLDINGS		
NAME OF SUBMITTER:	Terrence H. Link II		

CH \$115.00 2225582

Signature:

/Terrence H. Link II/

Date:

03/30/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, ENVIRITE CORPORATION, a corporation organized and existing under the laws of the state of Pennsylvania, and having a business address of 490 Norristown Road, Suite 250, Blue Bell, PA 19422 (the "Assignor"), is the owner of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, AJYL HOLDINGS, INC. (the "Assignee"), a corporation organized and existing under the laws of the State of Ohio, and having a business address of 2050 Central Avenue, S.E., Canton, Ohio 44707, desires to acquire the said trademarks and any and all registrations and applications thereof and any goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns unto the Assignee, (a) all of Assignor's right, title and interest in and to the Trademarks listed in Schedule A, and all registrations thereof and applications therefor, and any goodwill associated therewith, and (b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that the Assignor has or may have for past and future infringements of said trademarks, including, without limitation, the right to compromise, sue for and collect profits and damages; the same to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this Assignment and sale not been made.

The provisions of this Trademark Assignment are subject to the terms and conditions of the Stock Purchase Agreement dated December 28, 2006 (the "Purchase Agreement") by and among Assignor, Envirite Holding Co., Inc., and Assignee. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, expand, amplify or otherwise alter the representations, warranties, covenants, obligations, rights or remedies of the parties contained in the Purchase Agreement which shall be the exclusive source of rights and remedies hereunder.

Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the assignment of the Trademarks as described above. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and same Assignment.

[signature page to follow]

SCHEDULE A

Registered Marks

MARK	U.S. REG. NO.	U.S. REG. DATE
Envirite	2225582	2/23/1999
Envirite	1164088	8/4/1981
Miscellaneous Design	2235819	3/30/1999
Miscellaneous Design	1078610	11/29/1977

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 29th day of March, 2007.

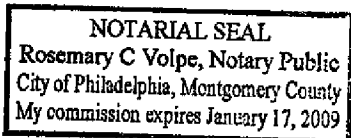
**ASSIGNOR
ENVIRITE CORPORATION**

By: *W. Stenger*
Name: *GERARD STENGER JR.*
Title: *Chairman*

STATE OF *PA*)
Montgomery COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Gerard Stenger Jr.* whose name as *Gerard Stenger Jr.* of Envirite Corporation, a Pennsylvania corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, she/he as such representative, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this *27* day of *MARCH*, *2007*.
Rosemary C Volpe
Notary Public



**ASSIGNEE
AJYL HOLDINGS, INC.**

By: *S. Thomas Yablonski*
Name: *S. Thomas Yablonski*
Title: *President*

STATE OF *Ohio*)
Summit COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *S. Thomas Yablonski* whose name as *President* of AJYL Holdings, Inc., an Ohio corporation, is signed to the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, she/he as such representative, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this *29th* day of *March*, *2007*.
Carly A. [Signature]
Notary Public

Notary Public - State of Ohio
My Commission has no expiration date
2007 R.O.