

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
Precision Metal Fabricating Ltd.		10/25/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HCC, INC.		
Street Address:	1501 First Avenue		
City:	Mendota		
State/Country:	ILLINOIS		
Postal Code:	61342-0952		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78869920	BIO-TILL	
CORRESPONDENCE DATA			
Fax Number:	(312)704-8023		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 704-1890		
Email:	ptodocket@trexlaw.com		
Correspondent Name:	James R. Foley		
Address Line 1:	105 W. Adams Street		
Address Line 2:	Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	537/90000		
NAME OF SUBMITTER:	James R. Foley		
Signature:	/James R. Foley/		
Date:	04/04/2007		

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Total Attachments: 2

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ASSIGNMENT OF TRADE-MARKS

THIS AGREEMENT made effective this 25th day of October, 2006.

ASSIGNOR:

PRECISION METAL FABRICATING LTD.,
a body corporate constituted under the
laws of Canada,
("Precision")

ASSIGNEE:

HCC, INC.,
a body corporate
incorporated pursuant to the laws
of the State of Illinois
("HCC")

WHEREAS Precision is the owner of the following United States trade-mark applications:

- (1) SMART-PASS, Serial #78/869930 (U.S.);
- (2) SMART-TILL, Serial #78/549927 (U.S.);
- (3) BIO-TILL, Serial #78/869920 (U.S.)
- (4) ENVIRO-TILL, Serial #78/554504 (U.S.)

(the "Trade-Marks");

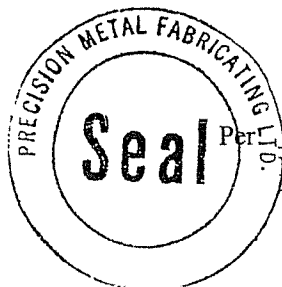
AND WHEREAS Precision wishes to assign all of its rights in and to the Trade-Marks to **HCC**;


NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, **Precision** hereby irrevocably assigns, grants, sells, conveys and transfers unto **HCC**, whose full post office address is 1501 First Avenue, Mendota, Illinois, U.S.A., 61342-0952, all right, title and interest in and to the Trade-Marks, including but not limited to all good will symbolized by the Trade-Marks as well as any and all business carried on in association with the Trade-Marks. It is understood and acknowledged by **HCC** that this assignment is not intended to expand the scope of the Purchase Agreement dated as of October 25th, 2006, by and between **Precision** and **HCC**;

AND Precision, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by **HCC**, its successors, assigns or legal representatives, to obtain any and all registrations and applications for the Trade-Marks and to vest the same in **HCC**, its successors, assigns or legal representatives.

THIS ASSIGNMENT shall enure to the benefit of and be binding upon **Precision** and **HCC** and their respective successors and assigns.

IN WITNESS WHEREOF, **Precision** has executed this Assignment as of the day and year first above written.




Name LOREN KATZENBERGER
Title PRESIDENT

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