# **=OP \$140.00 766670**4

# 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
Nature Clean Products, LLC		110/26/2007	LIMITED LIABILITY
Transfer Grount Foundate, 220		10,20,2001	COMPANY: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Automated Packaging LLC	
Street Address:	1938 South Wolf Road	
City:	Des Plaines	
State/Country:	ILLINOIS	
Postal Code:	60018	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76667045	TD3 ODOR ELIMINATOR
Serial Number:	76667044	NATURE CLEAN PRODUCTS
Serial Number:	76667043	SILKY STALLION
Registration Number:	2549905	BULLET BOB'S
Registration Number:	2671894	TD3 ODOR ELIMINATOR

### **CORRESPONDENCE DATA**

Fax Number: (314)615-6001

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

Phone: 314-615-6000 Email: ip@gjn.com

Correspondent Name: Gallop, Johnson & Neuman, L.C.

Address Line 1: 101 South Hanley

Address Line 2: Suite 1700

Address Line 4: St. Louis, MISSOURI 63105

TRADEMARK
REEL: 003673 FRAME: 0539

900093673

ATTORNEY DOCKET NUMBER:	107228-0066
NAME OF SUBMITTER:	Kay R. Sherman
Signature:	/Kay R. Sherman/
Date:	12/07/2007
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK REEL: 003673 FRAME: 0540

### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of <u>Uctober 26</u>, 2007 by NATURE CLEAN PRODUCTS, LLC, a Georgia limited liability company, with an address at 115 Manufacturers Court, Winder, Georgia 30680 ("Assignor"), to AUTOMATED PACKAGING LLC, a Delaware limited liability company, with an address at 1938 South Wolf Road, Des Plaines, Illinois 60018 ("Assignee").

Pursuant to the Asset Purchase Agreement dated as of  $\cancel{Uc+25}$ , 2007, by and among Assignee as Buyer, Assignor and Automated Packaging, Inc. as Sellers, and Eric Blanchard and Skip Martin as Principals, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks, applications and registrations set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
- 2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
- 3. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to record, preserve, maintain and effectuate more fully the transactions contemplated by this Assignment.

TRADEMARK REEL: 003673 FRAME: 0541 4. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

(Remainder of Page Intentionally Left Blank)

::ODMA\PCDOCS\SL01\4576127\2

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

NATURE CLEAN PRODUCTS, LLC

By:

Title:

"Assignor"

AUTOMATED PACKAGING LLC

Gary F. Sahrma

Title: Executive Vice-President

"Assignee"

# Exhibit A

# U.S. Trademark Applications/Registrations

<u>Mark</u>	Application/Registration No.
TD3 ODOR ELIMINATOR	Ser. No. 76/667,045
NATURE CLEAN PRODUCTS	Ser. No. 76/667,044
SILKY STALLION	Ser. No. 76/667,043
BULLET BOB'S	Reg. No. 2,549,905
TD3 ODOR ELIMINATOR	Reg. No. 2,671,894

::ODMA\PCDOCS\SL01\4576127\2

**RECORDED: 12/07/2007** 

TRADEMARK REEL: 003673 FRAME: 0544