

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
Hydro-Stop, Inc.		11/13/2007	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Hydro-Stop Acquisition, LLC		
Street Address:	500 Griswold, Suite 2700		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2220027	PREMIUMCOAT	
Registration Number:	2213876	BARRIERGUARD	
Registration Number:	2641966	HYDRO STOP	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485668532		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	38500 Woodward Ave., Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	205219-113039		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		

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Signature:

/Jennifer Sheehan Anderson/

Date:

12/13/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 13th day of November, 2007 (the "Effective Date"), by and between HYDRO-STOP, INC., a South Carolina corporation (the "Assignor"), and HYDRO-STOP ACQUISITION, LLC, a South Carolina limited liability company (the "Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties."

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of November 13, 2007 (the "Purchase Agreement") by and among the Assignee, the Assignor and the shareholders of the Assignor, the Assignee has agreed to purchase certain assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the translations contemplated by the Purchase Agreement.

B. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks (as defined herein) to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. As used herein, the term "Assigned Trademarks" shall mean the trademarks listed on Appendix A attached hereto and made a part hereof, as well as (a) together with the goodwill of the business in connection with which the Assigned Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing and (b) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns all of Assignor's rights, title, and interest in and to the Assigned Trademarks.

3. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense in the implementation or perfection of this Assignment. Assignor agrees that it shall not assist or encourage any challenge to the validity, enforceability, or ownership of the Assigned Trademarks.

4. General Provisions.

4.1 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Purchase Agreement and nothing herein contained is intended to modify the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

4.3 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the trademark laws of the United States of America and with the internal laws of the State of South Carolina.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties as of the date first written above.

ASSIGNOR:

ASSIGNEE:

HYDRO-STOP, INC.

HYDRO-STOP ACQUISITION, LLC

BY: _____
Nicholas Causey, President

BY:  _____
Christopher Sheeren, President

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ASSIGNOR:

ASSIGNEE:

HYDRO-STOP, INC.

HYDRO-STOP ACQUISITION, LLC

BY: Nicholas H. Causey

BY: _____

Nicholas Causey, President

Christopher Sheeren, President

APPENDIX A

Assigned Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
PREMIUMCOAT	U.S.	75/279,033	April 22, 1997	2,220,027	January 26, 1999
BARRIERGUARD	U.S.	75/279,027	April 22, 1997	2,213,876	December 29, 1998
HYDRO STOP (STYLIZED)	U.S.	76/221,130	March 8, 2001	2,641,966	October 29, 2002
HYDRO STOP (PLUS DESIGN)	PUERTO RICO	N/A	January 12, 2001	52,581	January 12, 2001
HYDRO STOP	PUERTO RICO	N/A	January 21, 2001	52,579	January 12, 2001

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