

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
L&S Enterprises, Inc.		08/17/2007	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Thetford Corporation		
Street Address:	7101 Jackson Road		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2722202	SANI-CON	
Registration Number:	2572056	RV SANI-CON	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-641-1600		
Email:	docketingtm@hdp.com, jsachs@hdp.com		
Correspondent Name:	Stephen T. Olson		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 2:	Harness, Dickey & Pierce, P.L.C.		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	4623C-200148/149		
NAME OF SUBMITTER:	Jessica S. Sachs		
Signature:	/jss/		

CH \$65.00 2722202

Date:

01/04/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into, *nunc pro tunc*, as of August 17, 2007 (the "Effective Date"), by and between L&S Enterprises, Inc. DBA RV Sani-Con Systems, a Kentucky corporation with its mailing address of 1233 Wyndham Forest Circle, Lexington, Kentucky, 40514, U.S.A. ("Assignor"), and Thetford Corporation, a Delaware corporation with its mailing address of 7101 Jackson Road, Ann Arbor, Michigan, 48103, U.S.A. ("Assignee").

Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all right, title and interest in and to the trademarks listed in Schedule "A" attached hereto and made a part hereof, together with all federal and foreign applications and registrations therefor, the common law rights associated therewith, and all of the goodwill of the business associated therewith in the United States of America and any other jurisdiction in the world (collectively, the "Trademarks").

NOW THEREFORE for good and valuable consideration in the amount of \$1.00, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, all federal and foreign applications and registrations therefor, the common law rights associated therewith, and all of the goodwill of the business associated therewith in United States of America and any other jurisdiction in the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter.

Assignor further sells, assigns, transfers and conveys to Assignee, its successor and assigns, without limitation, the right to sue for and receive all claims for damages by reason of past, present and future infringement or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor will, upon the request of Assignee, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Domain Name and this Assignment; (3) obtaining any trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States of America or in any other jurisdiction in the world; and (4) in the implementation or perfection of this Assignment.

Assignor covenants and agrees: (1) that it will not directly or indirectly oppose or take any other action challenging Assignee's rights in, and use of, the Trademarks; and (2) that, subject to the following paragraph, the Trademarks are being assigned free and clear of all liens, security interests, claims, interests, options, encumbrances or indebtedness of any kind.

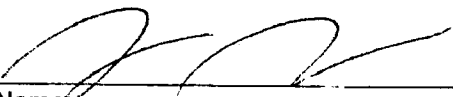
Assignor represents and warrants to Assignee that it is the owner and registrant of the Trademarks and that to the best of its knowledge no claim has been made that the Trademarks infringe the intellectual property rights of any third party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives, effective, *nunc pro tunc*, as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

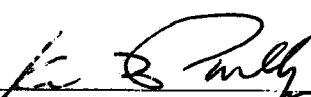
L&S ENTERPRISES, INC.

DBA RV SANI-CON SYSTEMS

By: 
Name: _____
Title: _____

Date: 12/12/07

THETFORD CORPORATION

By: 
Name: KEVIN L. PHILLIPS
Title: VP. SALES & MARKETING

Date: 12/23/07

**SCHEDULE "A"
TO
TRADEMARK ASSIGNMENT**

TRADEMARK	REG. NO.	REG. DATE	GOODS OR SERVICES
SANI-CON	2,722,202	June 3, 2003	Pumps with an insert hose with valve for use in disposing of water and waste water from recreational vehicles and accessories therefor, namely, transfer-grinders, on-off switches, wiring and discharge hoses
RV SANI-CON	2,572,056	May 21, 2002	Pumps with an insert hose with valve for use in disposing of water and waste water from recreational vehicles and accessories therefor, namely, transfer-grinders, on-off switches wiring and discharge hoses