

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
Pro-gard Products, LLC		05/07/2008	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Pro-gard Products, LLC		
Street Address:	7988 Centerpoint Drive, Suite 400		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46256		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3057170	PRO-GARD	
CORRESPONDENCE DATA			
Fax Number:	(602)664-2096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-640-9358		
Email:	sdigiacom@omlaw.com		
Correspondent Name:	Shelley Detwiller DiGiacomo		
Address Line 1:	2929 N. Central Avenue, 21st Floor		
Address Line 2:	Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	14224.0001		
NAME OF SUBMITTER:	Shelley Detwiller DiGiacomo		
Signature:	/Shelley Detwiller DiGiacomo/		

OP \$40.00 3057170

Date:

05/09/2008

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment"), effective as of the 7th day of May, 2008 (the "Effective Date"), is by and between Pro-gard Products, LLC, an Indiana limited liability company (the "Assignor"), and Pro-gard Products, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used without definition in this Assignment shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of the date hereof, among Assignor, Assignee, and the other parties signatory thereto (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark identified below (the "Trademark"), which has been adopted and used by Assignor in connection with its business; and

WHEREAS, Assignee has acquired the Trademark pursuant to the terms and conditions of the Asset Purchase Agreement and is desirous of ensuring that it acquires the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor, as of the Effective Date, hereby assigns, transfers, and delivers to Assignee all right, title and interest in and to the following Trademark, together with the goodwill of the business with which the Trademark is used and which is symbolized thereby:

Registration No.	Registration Date	Mark
3,057,170	02/07/2006	PRO-GARD

2. Assignor confirms that no agreement has been entered into that conflicts with this Assignment. Assignor further agrees to provide information within Assignor's knowledge or belief, and to do all other relevant things that Assignee or its legal representatives deem necessary or desirable and request of Assignor in connection with obtaining or maintaining any such Trademark, or in order to perfect Assignee's ownership of the right, title and interest conveyed by this Assignment, or in connection with this Assignment, on the understanding that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters after the date hereof. This Assignment and the obligations Assignor hereunder shall be binding on Assignor's successors and assigns.
3. Assignor hereby represents and warrants that it has full right to convey the entire right, title and interest in the Trademark herein assigned.
4. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

5. This Assignment shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of Indiana.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR

PRO-GARD PRODUCTS, LLC
an Indiana limited liability company

By: Patricia D. Hall
Name: Patricia D. Hall
Title: Director

ASSIGNEE

PRO-GARD PRODUCTS, LLC
a Delaware limited liability company


By: C. Biawara
Name: C. Biawara
Title: Manager

[Signature Page to Trademark Assignment Agreement]

ACKNOWLEDGMENT

State of Indiana)
)ss:
County of Hamilton)

The foregoing instrument was acknowledged before me this 7 th day of May, 2008, by Charles Diawara, the duly elected and acting Manager of Pro-gard Products, LLC, an Indiana limited liability company, on behalf of the limited liability company.


Melissa K. Boral
Notary Public, Melissa K Boral
Expiration 3.28.09