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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
JASCO CHEMICAL CORP.		07/21/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	W.M. BARR & COMPANY, INC.
Street Address:	2105 Channel Drive
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38113
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0642768	JASCO
Registration Number:	0643061	JASCO
Registration Number:	0645333	JASCO

CORRESPONDENCE DATA

Fax Number: (901)577-0812

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

Phone: 9015772336

Email: trademarks@bakerdonelson.com

Correspondent Name: Lea Hall Speed

Address Line 1: 165 Madison Avenue, Suite 2000
Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2789074-183 JASCO3MARKS
NAME OF SUBMITTER:	Lea Hall Speed
Signature:	/lea hall speed/

TRADEMARK
REEL: 003838 FRAME: 0268

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Date:	08/20/2008
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Total Attachments: 5

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GENERAL ASSIGNMENT OF TRADEMARKS

WHEREAS, JASCO CHEMICAL CORP., a California corporation ("Assignor") is the owner of all right, title and interest in and to the following trademarks which are registered in the United States Patent and Trademark Office or the State of California, as indicated below:

<u>MARK</u>	<u>DATE</u>	REGISTRATION NO.
JASCO (stylized)	3/19/1957	642,768
JASCO (stylized)	3/19/1957	643,061
JASCO (stylized)	5/14/1957	645,333

WHEREAS, W.M. Barr & Company, Inc., a Tennessee corporation ("Assignee"), is desirous of acquiring said trademark registrations together with all its rights in the trademarks represented thereby and the goodwill appurtenant thereto;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee its entire rights, titles and interests in and to said trademark registrations and all trademark rights represented thereby, together with the good will of the business appurtenant thereto and symbolized by said trademarks, the same to be held and enjoyed by Assignee for its own use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor covenants and agrees that, after the date of this Assignment, Assignor will provide Assignee, at Assignee's expense, with any further deeds of assignment or other

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documents required to complete the transfer of title therein to Assignee, in form suitable for recordation in the countries in which said trademarks applications and registrations reside.

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GENERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

This Assignment is being executed and delivered pursuant to an Asset Purchase Agreement

dated as of _____, 2008 (the "Purchase Agreement"), among BIX ENTERPRISES, INC., a

Delaware corporation, ("BIX") JASCO CHEMICAL CORP., a California corporation ("JASCO,"

together with BIX, the "Assignors") and HOMAX PRODUCTS, INC., a Delaware corporation and

W.M. BARR & COMPANY, INC. ("Assignee").

Pursuant to the provisions of the Purchase Agreement and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed,

Assignors do hereby sell, assign, transfer and convey to Assignee the remaining intangible

intellectual property rights not otherwise assigned but included within the meaning of "Intellectual

Property" as set forth in Section 2.01(f) of the Purchase Agreement.

Assignors covenant and agree that, after the date of this General Assignment, Assignors will

provide Assignee, at Assignee's expense, appropriate deeds of assignment and other documents that

Assignee may reasonably require to complete the transfer of title to the remaining Intellectual

Property to Assignee.

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IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed by its duly authorized officer, effective as of the 21 day of 308.

ASSIGNORS:

BIX ENTERPRISES, INC.

By:

Nam

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JASCO CHEMICAL CORP.

By:

Name:

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Cooks

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RECORDED: 08/20/2008