

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Entoleter, Inc.		04/05/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Welton, LLC		
<b>Street Address:</b>	251 Welton Street		
<b>City:</b>	Hamden		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06517		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1608840	EI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)568-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-568-6400		
<b>Email:</b>	mmcginley@volpe-koenig.com		
<b>Correspondent Name:</b>	Michael D. McGinley		
<b>Address Line 1:</b>	30 South 17th Street, Suite 1600		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	ENT-TM003		
<b>NAME OF SUBMITTER:</b>	Michael D. McGinley		
<b>Signature:</b>	/Michael D. McGinley/		
<b>Date:</b>	02/04/2009		

OP \$40.00 1608840

**Total Attachments: 9**

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## GENERAL ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that ENTOLETER, INC., a Delaware corporation ("Seller"), for and in consideration of and subject to the terms and conditions set forth in that certain Asset Purchase Agreement regarding the Assets of Entoleter, Inc. ("Asset Agreement") dated March 26, 2002, by and between Welton, LLC and Entoleter, Inc., and subject to that certain court order issued by Judge Hoffman for Case No 01-38066, United States Bankruptcy Court for the Southern District of Ohio, Western Division at Dayton designated In Re: Spinnaker Industries, Inc. et. al. dated March 28, 2002, which order authorizes the sale of Seller's assets described herein, does, by these presents, hereby grant, bargain, sell, transfer, assign and convey unto **WELTON, LLC**, a Connecticut limited liability company ("Buyer"), its successors and assigns, all right, title and interest of Seller in, to or with respect to those Assets relating to the Business existing on the date hereof as defined in the Asset Agreement and described on **Exhibit A** attached hereto and made a part hereof, free and clear of all encumbrances except as otherwise set forth in the Asset Agreement and excluding all Excluded Assets (defined in the Asset Agreement and further set forth on **Exhibit B** attached hereto and made a part hereof).

**TO HAVE AND TO HOLD** the Assets unto Buyer, its successors and assigns, forever to its and their own proper use and behoof. Buyer, for itself and its successors and assigns, does hereby accept such bargain, sale, transfer, assignment and conveyance of such Assets from Seller for and in consideration of payment of the sum and subject to the terms and conditions set forth herein and in the Asset Agreement and related documents. (All capitalized terms not specifically defined herein shall have their respective meanings as set forth in the Asset Agreement).

Seller hereby represents, warrants, and covenants to Buyer, its successors and assigns that Seller owns the Assets, free and clear of all encumbrances except as otherwise set forth in the Asset Agreement, that Seller has the right to bargain, sell, transfer, assign and convey the Assets and that Seller will warrant and defend the same against the lawful claims and demands of all persons in accordance with the Asset Agreement. Except as explicitly set forth herein and in the Asset Agreement, Seller makes no representations, warranties or covenants whatsoever with respect to the Assets, including, without limitation, suitability for any purpose specific or otherwise. Notwithstanding anything herein to the contrary, this Bill of Sale shall not serve to supersede, supplant, extinguish, merge with or expand any of the representations, warranties or indemnities contained in the Asset Agreement.

Further, Buyer acknowledges and agrees that the sale of the Assets is final and that the Assets may not be returned to Seller by Buyer or any other person or entity for any reason whatsoever including, but not limited to, damage to or defect in the Assets. Seller shall not be responsible for the repair of any defect in or damage to the Assets, the replacement of any defective Assets, any injuries to persons that result from the use of the Assets or any damage to property caused by the used of the Assets except to the extent explicitly set forth in the Asset Agreement.

Seller hereby covenants and agrees with Buyer that forthwith upon the request of Buyer, Seller shall, from time to time, at the expense of Buyer, execute and deliver such further assignments, transfers and assurances as reasonably may be required for the better transferring, conveying and confirming unto Buyer the title, rights and interests transferred herein.

**TRADEMARK**

**REEL: 003930 FRAME: 0111**

If there is any conflict as to the terms of this Bill of Sale and the Asset Agreement, the terms of the Asset Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective this 5<sup>th</sup> day of April, 2002.

**SELLER:**

**ENTOLETER, INC.**

By: \_\_\_\_\_

Its

*PRESIDENT*



## EXHIBIT A

### The Assets shall consist of the following:

- (a) Cash and Cash Equivalents. All cash and cash equivalents.
- (b) Accounts Receivable and Other Current Assets. All accounts receivable, including without limitation, trade accounts, progress payments, allowances for doubtful accounts, and refunds receivable and prepaid expenses, and records relating to same.
- (c) Inventory. All inventory of Entoleter, wherever located, including raw materials, work in process, finished goods, spare parts, and inventory reserve, but excluding Alsteele and Cutter Inventory as shown in Exhibit E annexed hereto.
- (d) Machinery and Equipment. All fixed assets of Entoleter comprising machinery and equipment, tooling, fixtures, patterns, laboratory equipment, rental units of CentriMil and CentriField, furniture, office furnishings and equipment, computer hardware and software including licenses thereof, telephone and voice mail system and any other personal property of Entoleter.
- (e) Executory Contract Rights. Seller will assign to Buyer Entoleter's rights and obligations under all executory agreements and unexpired leases except for those certain contracts, if any, that are not assignable and those contracts set forth on Exhibit B attached hereto (the "Excluded Contracts") and all agreements relating to or giving rise to Excluded Liabilities set forth in Exhibit F hereto to the extent such agreements, if any, might be construed as executory contracts. Buyer has provided a list of the contracts to be assumed by Seller and assigned to Buyer including the name and address of the other party to each such contract, a description sufficient to identify the contract and a statement of any amounts required to cure defaults thereon per the Seller's books and records. With respect to all such contracts appearing on said list (the "Assumed Contracts"), Seller has obtained an order authorizing Entoleter to assume and assign same to Buyer in accordance with the provisions of the United States Bankruptcy Code. Such Assumed Contracts shall include Employee plans listed in Exhibit H, and, at Buyer's discretion and without limitation, sales representatives agreements, equipment leases and service contracts, blanket purchase orders and all outstanding offer and solicitations made by or to Seller in any Assumed Contracts.
- (f) Name, Patents, Intellectual Property. The name "Entoleter" the registered tradenames including "CentriMil," "CentriField," "EID," and "ESA" and any other registered and unregistered trademarks, tradenames, service marks, domain names, patents, patent applications, copyrights and other intangible property, and contractual rights relating thereto, currently owned or controlled by Entoleter, or owned or controlled by Entoleter between the date hereof and the Closing, and used in, or related to Entoleter's business including all intangible property as set forth in Exhibit C hereto. Notwithstanding the above, Spinnaker and Entoleter shall be entitled (along with Buyer) to continue to use the name Entoleter as its corporate name provided that (a) Spinnaker and Entoleter shall use the name solely in connection with the conduct of Entoleter's reorganization proceedings and (b) Spinnaker and Entoleter shall not use the name to designate any products or services. Except as set forth in this paragraph, Buyer shall

have exclusive use and right to the name "Entoleter." Spinnaker and Entoleter will execute at closing documents to withdraw Entoleter's registration to do business in the State of Connecticut and execute such documents at Closing as may be required to allow Buyer to register in Connecticut a change of name to include the word "Entoleter."

(g) Sales Materials. All customer lists, and related files and records, including backlog, inquiry, laboratory and order files, and all promotional materials such as literature, websites and sales data sheets, as well as sales channels, rep contracts, referral sources, research and development reports, production reports and records, service and warranty records, equipment logs, operating manuals, financial and accounting records, creative and advertising materials, environmental records and reports, and subject to applicable law, all personnel records.

(h) Books and Records. All other books and records relating to Entoleter's business;

(i) Engineering Materials. All engineering materials including drawings, technical files, design calculations and specifications, and all computer hardware and software and licenses thereof;

(j) Third Party Claims. All claims of Seller versus third parties related to the Purchased Assets;

(k) Deposits. All of Seller's rights relating to deposits and prepaid expenses, claims for refunds and rights to offset;

(l) Insurance Benefits. Except for any insurance refunds, all insurance benefits, including rights and proceeds arising from or related to the Purchased Assets and/or the Assumed Liabilities prior to the Closing;

(m) Intangible Property Rights. All of the intangible rights and properties of the Seller, including goodwill, websites, telephone, telecopy and email addresses, numbers and listings; and

(n) Tangible Property Rights. All other intangible personal property except the Excluded Assets.

EXHIBIT C

Intellectual Property and Intangibles

See, attached pages C-2 through C-9.



Entoleter, Inc.

Trademark Report by Mark as of February 1, 2002

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Status: ACTIVE

COUNTRY CLASSES	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
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Next Action Due

**CENTRIDYNE**

UNITED STATES  
REGISTERED

ENT-TM005	08/25/1966	253,131	01/21/1969	863,873
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06/21/2008 RENEWAL LETTER

**CENTRIFIELD**

UNITED STATES  
REGISTERED

ENT-TM006	02/17/1970	72/351,612	12/14/1971	925,476
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11/14/2010 RENEWAL LETTER

**CENTRIMIL**

UNITED STATES  
REGISTERED

ENT-TM009	03/04/1996	75/067,244	02/18/1997	2,038,743
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01/18/2002 SECTION 8&15 LETTER

**CONTROLMIL**

UNITED STATES  
REGISTERED

ENT-TM011	01/31/1964	72/185,768	11/17/1964	780,247
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04/17/2004 RENEWAL LETTER

**EID**

UNITED STATES  
REGISTERED

ENT-TM003	07/03/1989	73/810,170	08/07/1990	1,608,840
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02/07/2010 RENEWAL LETTER

**ENTOLETER**

ARGENTINA  
REGISTERED

ENT-TM001AR	02/13/1997	2069374	01/16/1998	1655758
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07  
01/16/2003 PROOF OF USE

BENELUX  
REGISTERED

ENT-TM001BX	12/31/1971	587327	12/31/1971	106377
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07  
06/30/2006 RENEWAL LETTER

BRAZIL  
REGISTERED

ENT-TM001BR	03/18/1988	814173721	05/26/1990	814173721
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12/26/2009 RENEWAL LETTER

CANADA  
REGISTERED

ENT-TM001CA		179817	07/15/1941	15916
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01/15/2016 RENEWAL LETTER

CHINA  
REGISTERED

ENT-TM001CN	01/30/1987	275982	01/30/1987	275982
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07/29/2006 RENEWAL LETTER

COUNTRY REGISTERED CLASSES	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
COLOMBIA REGISTERED	ENT-TM001CO	06/05/1979	182698	12/14/1982	101799	
	06/14/2002 RENEWAL LETTER					
Trademark Report by Mark Printed: 02/07/2002 Page 2						
	<u>Next Action Due</u>					
ENTOLETER continued . . .						
FRANCE REGISTERED	ENT-TM001FR	11/04/1986	822234	11/04/1986	1378036	
	05/04/2006 RENEWAL LETTER					
GERMANY REGISTERED	ENT-TM001DE			03/29/1961	625735	
	03/29/2010 RENEWAL LETTER					
JAPAN REGISTERED	ENT-TM001JP		M60-000273	06/16/1987	M-1963342	
	12/16/2006 RENEWAL LETTER					
MEXICO REGISTERED	ENT-TM001MX	08/04/1986	12545	03/19/1987	323805	
	03/19/2002 PROOF OF USE					
SOUTH AFRICA REGISTERED	ENT-TM001ZA			02/03/1975	75/0454	
	08/03/2004 RENEWAL LETTER					
SOUTH KOREA REGISTERED	ENT-TM001KR	09/24/1985	19445/84	09/16/1985	116808	
	03/16/2005 RENEWAL LETTER					
SWITZERLAND REGISTERED	ENT-TM001CH	01/19/1987	332	12/02/1986	351943	
	08/02/2006 RENEWAL LETTER					
UNITED KINGDOM REGISTERED	ENT-TM001GB			02/13/1965	627644	
	08/14/2006 RENEWAL LETTER					
UNITED STATES REGISTERED	ENT-TM007	07/21/1951	616,781	08/19/1952	563,074	
	02/19/2002 RENEWAL LETTER					
UNITED STATES REGISTERED	ENT-TM010	05/07/1975	51,627	04/13/1976	1,037,796	
	10/13/2005 RENEWAL LETTER					
URUGUAY REGISTERED	ENT-TM001UY	05/27/1999	313205	10/15/1999	313205	
	11/27/2006 RENEWAL LETTER					

ESA

UNITED STATES ENT-TM004 07/03/1989 73/810,169 08/07/1990 1,608,839  
 REGISTERED  
 02/07/2010 RENEWAL LETTER

**SINGLE FRAME DESIGN**

UNITED STATES ENT-TM002 07/03/1989 73/810,172 11/06/1990 1,621,755  
 REGISTERED  
 05/06/2010 RENEWAL LETTER

**Patent Report by Invention as of February 1, 2002**

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Status: ACTIVE

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED
PATENT#	STATUS				

*Next Action Due*

**ENTRAINER/DE-ENTRAINER APPARATUS INCLUDING APPARATUS FOR SIGNIFICANTLY IMPROVING THE EFFICIENCY OF THE DE-ENTRAINER**

UNITED STATES	ENT-PT001	NEW	05/05/1992	07/878,566	02/01/1994
5,283,048	ISSUED				
	08/01/2005	3RD MAINT FEE DUE			

**APPARATUS FOR DE-ENTRAINING LIQUID IN GAS SCRUBBERS AND THE LIKE**

CANADA	ENT-PT002CA	CEQ	09/15/1995	2,158,412	06/29/1999
2,158,412	ISSUED				
	06/29/2002	COMPULSORY LICENSE			

TAIWAN	ENT-PT002TW	CEQ	09/27/1995	84110106	07/04/1997
084850	ISSUED				

UNITED STATES	ENT-PT002	NEW	07/06/1995	08/499,017	08/05/1997
5,653,776	ISSUED				
	02/05/2005	2ND MAINT FEE DUE			