

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
LNT Acquisition, LLC		03/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MSA Products, Inc.		
Street Address:	42 Burd Street		
City:	Nyack		
State/Country:	NEW YORK		
Postal Code:	10960		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3056000	SIMPLE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(212)725-2452		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127252450		
Email:	email@casella-hespos.com		
Correspondent Name:	CASELLA & HESPOS LLP		
Address Line 1:	274 Madison Avenue - Suite 1703		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	SIMPLE SOLUTIONS		
NAME OF SUBMITTER:	Gerald E. Hespos		
Signature:	/Gerald E. Hespos/		
Date:	03/18/2009		

CH \$40.00 3056000

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "*Assignment*") is entered into as of March 11, 2009, by and between MSA Products, Inc., a New York corporation ("*Purchaser*"), and LNT Acquisition, LLC, a Delaware corporation ("*Seller*").

RECITALS

Seller owns all right, title and interest in and to U.S. Trademark Reg. No. 3,056,000, Canadian Trademark Appl. No. 1,400,397, the underlying trademark "SIMPLE SOLUTIONS" and the goodwill associated with the trademark "SIMPLE SOLUTIONS". The Seller also owns artwork relating to packaging and promotional materials for the "SIMPLE SOLUTIONS" trademark. The trademark, the goodwill, the registration and the artwork are referred to collectively herein as the "*Purchased Assets*".

Buyer desires to purchase the Purchase Assets pursuant to the terms hereof.

NOW THEREFORE, in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "*Purchase Price*") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Seller does hereby, without reservation, irrevocably sell, assign, transfer and convey to Purchaser, and its successors and assigns, all of its right, title and interest in and to the Purchased Assets, including U.S. Trademark Reg. No. 3,056,000, Canadian Trademark Appl. No. 1,400,397, the underlying mark "SIMPLE SOLUTIONS" the goodwill associated with the mark and all of the artwork in Seller's possession relating to the "SIMPLE SOLUTIONS" trademark.
2. **Payment of Purchase Price.** Purchaser shall pay the Purchase Price in full in cash on the date hereof. The validity of this Assignment is contingent on receipt by Seller of the Purchase Price in full in cash.
3. **Further Assurances.** Seller shall perform such acts and execute and deliver such documents as Purchaser may reasonably request to vest title to the Purchased Assets in Purchaser and to record the transfer of the Purchased Assets, all at Purchaser's cost.
4. **Disclaimer of Representations and Warranties.** Seller makes no representation or representation or warranty, express or implied, at law or in equity, in respect of Seller, its affiliates, or their assets (including, inter alia, the Purchased Assets), liabilities or operations, including with respect to merchantability or fitness for any particular purpose and any such other representations or warranties are hereby expressly disclaimed. Purchaser hereby acknowledges and agrees that it is purchasing the Purchased Assets on an "as is, where is, with all faults" basis and disclaims all warranties or guarantees, whether express or implied. Seller shall not be liable in contract or in tort for any special, incidental, liquidated, punitive or consequential damages relating to the Purchased Assets.



5. **Miscellaneous.**

- a. *Entire Agreement.* This Assignment constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

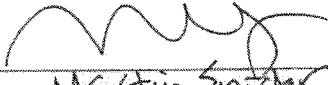
[SIGNATURE PAGE FOLLOWS]

A handwritten signature in black ink, appearing to be 'ABM', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the first date written above.


PURCHASER:

MSA PRODUCTS, INC.

By: 
Name: Martin Snider
Title: President

SELLER:

LNT ACQUISITION, LLC

By: 
Name: C.A. KASAMAL
Title: MD of LLC

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK

REEL: 003954 FRAME: 0524

Exhibit A
PURCHASED ASSETS

TRADEMARKS	DATE	NUMBER
Simple Solutions	Registered 01/31/06	U.S. Reg. No. 3,056,000
Simple Solutions	Filed 06/19/08	Canadian Appl. No. 1,400,397

RLK