

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/01/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sentry Chemical Company		04/07/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Mr. Charles E. Reeves III
Street Address:	2337 Perimeter Park Drive
Internal Address:	Suite 200
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30341
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3192243	CLARIX
Registration Number:	2659870	SWIMSAFE
Registration Number:	1525080	BIG O
Registration Number:	1521409	JACK FROST
Registration Number:	1356201	DESERT AIR
Registration Number:	1357522	GREAT SCOTT
Registration Number:	1353489	SENTRY
Registration Number:	1244923	FABULOUS
Registration Number:	1244085	BRITE
Registration Number:	1241780	CANNIBAL
Registration Number:	1277641	SENTRY

OP \$290.00 3192243

CORRESPONDENCE DATA

Fax Number: (678)420-9301

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

Email: tmdocketing@ballardspahr.com

Correspondent Name: Mary An Merchant

Address Line 1: 999 Peachtree Street

Address Line 2: Suite 1000

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	19428.3000US
NAME OF SUBMITTER:	Winston Folmar
Signature:	/W. Folmar/
Date:	04/13/2009

Total Attachments: 3

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BILL OF SALE

FOR VALUE RECEIVED, SENTRY CHEMICAL COMPANY, a Georgia corporation ("Assignor") does hereby sell, assign, transfer, and convey unto CHARLES E. REEVES, III, ("Assignee"), free and clear of all security interests, liens, or other encumbrances, all of its right, title and interest in and to the following: all shares of common stock or other ownership interest in BioSentry, Inc.; any and all furniture, fixtures and equipment, licenses, patents, patents pending, copyrights, trademarks, the names Sentry Chemical Company, SwimSafe, and SwimSafe Pool Solutions, formulas, trade secrets, intellectual property, customer lists, vendor lists, vendor numbers, computer equipment, copies of all computer data and software, rights to any agreements and all causes of action (collectively, the "Purchased Assets"); excluding, however, any inventory, accounts receivable, cash deposits and cash equivalents. Said Purchased Assets are deemed transferred to Assignee as of August 1, 2008.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed by their respective duly authorized officers as of the ___ day of August, 2008.

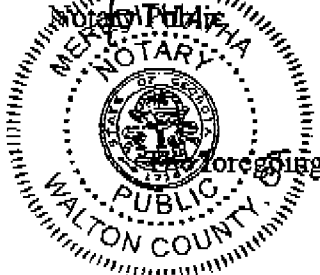
"ASSIGNOR"

SENTRY CHEMICAL COMPANY

By: [Signature]
Title: President

Sworn to and subscribed before me this the 1 day of August, 2008.

[Signature]



Notary Public, Walton County, Georgia
My Commission Expires Aug 11, 2009

Foregoing Bill of Sale is hereby accepted by the Assignee as of the above date.

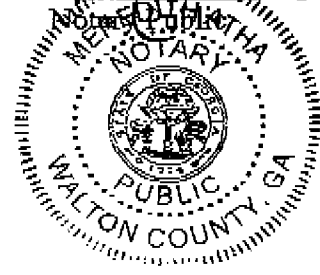
"ASSIGNEE"

CHARLES E. REEVES, III

By: [Signature]

Sworn to and subscribed before me this the 1 day of August, 2008.

[Signature]



Notary Public, Walton County, Georgia
My Commission Expires Aug 11, 2009

ATTORNEY DOCKET NO.: 19428.3000

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Assignment is being made Nunc pro Tunc, effective August 1, 2008.

WHEREAS, Sentry Chemical Company, a corporation duly organized and existing under the laws of the State of Georgia, located at 2337 Perimeter Park Drive, Suite 200, Atlanta, Georgia 30341, has adopted, used and is the owner of the attached trademarks and registrations therefore in Exhibit A (hereinafter referred to as the "Marks"):

WHEREAS Charles E. Reeves, III, an individual, domiciled and residing in the State of Georgia, is desirous of obtaining said Marks and registrations.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, Sentry Chemical Company does hereby sell, assign and transfer *nunc pro tunc*, as of August 1, 2008, unto said Charles E. Reeves, III, the entire right, title and interest in and to the registrations identified above and the associated Marks, together with the goodwill associated therewith, and the right to sue and collect damages for past infringement of same.

I **DECLARE** under penalty of perjury that the foregoing is true and correct per 28 U.S.C. § 1746.

SENTRY CHEMICAL COMPANY

By: Charles E. Reeves, III
PresidentDate: 4/7/09

ATTORNEY DOCKET NO.: 19428.3000

EXHIBIT A

1. Trademark: CLARIX
Registration No.: 3,192,243
2. Trademark: SWIMSAFE
Registration No.: 2,659,870
3. Trademark: BIG O
Registration No.: 1,525,080
4. Trademark: JACK FROST
Registration No.: 1,521,409
5. Trademark: DESERT AIR
Registration No.: 1,356,201
6. Trademark: GREAT SCOTT
Registration No.: 1,357,522
7. Trademark: SENTRY
Registration No.: 1,353,489
8. Trademark: FABULOUS
Registration No.: 1,244,923
9. Trademark: BRITE
Registration No.: 1,244,085
10. Trademark: CANNIBAL
Registration No.: 1,241,780
11. Trademark: SENTRY
Registration No.: 1,277,641

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