

**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>
Specialty Chemical Corp.		04/21/2009	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cory Unterbrink		
<b>Street Address:</b>	1845 S. National Ave.		
<b>City:</b>	Ozark		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65721		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Julie Unterbrink		
<b>Street Address:</b>	1845 S. National Ave.		
<b>City:</b>	Ozark		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	65721		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3120328	DRESSALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(417)886-9126		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	417-886-2000		
<b>Email:</b>	ipdocketing@lathropgage.com		
<b>Correspondent Name:</b>	Joseph L. Johnson		
<b>Address Line 1:</b>	1845 S. National Ave.		
<b>Address Line 4:</b>	Springfield, MISSOURI 65804		

**CH \$40.00 3120328**

ATTORNEY DOCKET NUMBER:	491635
NAME OF SUBMITTER:	Joseph L. Johnson
Signature:	/Joseph L. Johnson/
Date:	05/01/2009
<b>Total Attachments: 7</b> source=dressall assignment 1_20090501150450#page1.tif source=dressall assignment 1_20090501150450#page2.tif source=dressall assignment 1_20090501150450#page3.tif source=dressall assignment 1_20090501150450#page4.tif source=dressall assignment 1_20090501150450#page5.tif source=dressall assignment 1_20090501150450#page6.tif source=dressall assignment 1_20090501150450#page7.tif	

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## AGREEMENT FOR SALE AND TRANSFER OF ASSETS

**THIS AGREEMENT** is made and entered into this 21st day of April, 2009, between **Specialty Chemical Acquisition Corporation, d/b/a Specialty Chemical Corporation** (hereinafter referred to as "Specialty"), a corporation duly organized and existing under the laws of the State of Missouri, and **Corey Unterbrink and Julie Unterbrink** (hereinafter referred to as "Unterbrinks"), **WITNESSETH:**

### ARTICLE I: RECITALS

1. **Intangible Rights and Tangible Property:** Specialty is the owner of certain intangible rights, including a common law right to the trade name *Dressall High Gloss Tire & Interior Shine*, a common law right to a certain trademark in Dressall, customer lists related to the aforementioned trade name and trademark, and goodwill. Specialty is also the owner to certain tangible property, namely certain equipment used in the production of products marketed under the aforementioned trade name and trademark. Unterbrinks desire to purchase the aforementioned intangible rights and tangible property from Specialty, and Specialty is agreeable to the transfer and sale of such intangible rights and tangible property on the terms and conditions and for the considerations set forth herein.
2. **Prior Sale and Transfer of Assets:** On or about November 22, 2005, Unterbrink, then the owner of Specialty Chemical Corp., signed, executed, and delivered to Chris Holt and Pamela Holt an Agreement Relating to Formation of Business, whereby Unterbrink transferred and/or sold certain assets to the Holts, including but not limited to the following: 1.) rights to the business name Specialty Chemical Corp.; and 2.) rights to a certain trademark in Dressall.
3. **Other Prior Agreements:** Specialty is the rightful owner of said intangible rights and tangible property referenced in Paragraph 1 above pursuant to the following duly executed documents between Chris Holt and Pamela Holt, and Specialty Chemical Corporation and Unterbrink, all dated on or about November 22, 2005: 1.) Agreement Relating to Formation of Business; 2.) Bill of Sale; and 3.) Agreement Not to Compete and Restricting the Use of Trade Secrets and Customer Contacts.

### ARTICLE II: AGREEMENTS

1. **Transfer and Sale of Intangible Rights and Tangible Property:** For the considerations herein set forth, Specialty hereby sells, assigns, transfers, and sets over unto Unterbrinks the following described intangible rights and tangible property, to wit:
  - a. **Trade Name:** All rights to the trade name *Dressall High Gloss Tire & Interior Shine*.
  - b. **Trademark:** All rights to Dressall, the trademark for *Dressall High Gloss Tire & Interior Shine*. Specialty expressly avers that said trademark is transferred with no attachments or liens to said trademark. The federal identifiers for said trademark are as follows:

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- i. Serial #78/685,609
    - ii. Docket #439653
    - iii. Filed 8/4/2005
  - c. **Formulations:** All formulations pertaining to Specialty that were received, brought into, or otherwise claimed by Specialty from and since February 2006 with the exception of any and all documents relating to fragrances.
  - d. **Customer Lists:** All of Specialty's customer lists and customer databases, including names and addresses, and information as to the type and amount of historical purchases by Specialty.
  - e. **Equipment:** Equipment expressly included in the transfer and sale of assets covered by this Agreement include the following: barrel dolley, pallet jack and barrel cart(s). Equipment expressly excluded from the transfer and sale of assets covered in this Agreement include the following: all mixing and/or blending tanks, storage tanks, and forklift.
  - f. **Covenant Not To Compete:** Specialty expressly releases Unterbrinks from the Agreement Not To Compete and Restricting the Use of Trade Secrets and Customer Contacts, executed on or about November 22, 2005, by and between the parties to this agreement with the exception of any and all business or competition to Specialty or its assignees relating to fragrances, except that assignee may utilize fragrances solely within Dressall, soaps, cleaners and shines.
  - g. **Goodwill:** All goodwill of Specialty that has been created since on or about November 22, 2005, in the trade name *Dressall High Gloss Tire & Interior Shine* and/or the trademark Dressall.
2. **Covenant of Ownership:** Specialty covenants that it is the sole owner of the above rights, that it has good right to sell the same, and that it will defend, at its expense, the right of Unterbrinks, if applicable, to exercise the rights granted hereunder. However, Specialty shall have no liability other than the duty to defend such rights to Unterbrinks.
  3. **Asset Sale:** This Agreement is expressly for the transfer and sale of assets, and all debt incurred by Specialty in any product produced, marketed and sold under the trade name and/or trademark referenced herein prior to the date of this Agreement shall be the sole responsibility of Specialty. Unterbrinks are hereby expressly absolved of any responsibility for debt incurred prior to the date of this Agreement in relation to any product produced, marketed and sold under the trade name and/or trademark referenced herein.
  4. **Valid Documents Necessary for Valid Transfer, Sale, and Assignment:** Any and all documents necessary to effectuate the valid transfer, sale and assignment of the intangible rights and tangible property referenced herein shall be executed by Specialty.
  5. **Consideration for Transfer and Sale of Assets:** As full consideration for the transfer and sale of said intangible rights and tangible property, Unterbrinks shall pay

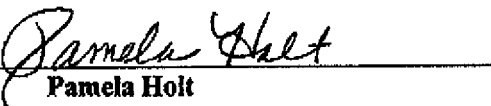
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unto Specialty a total amount equal to Forty Thousand and 00/100 Dollars (\$40,000.00). It is hereby acknowledged that Unterbrinks have heretofore made a payment equal to Five Thousand and 00/100 Dollars (\$5,000.00) to Specialty. Unterbrinks hereby agree to make a payment equal to Thirteen Thousand and 00/100 Dollars on or before April 21, 2009, the date of execution of this Agreement. Corey Unterbrink and Julie Unterbrink further agree to sign, execute, and deliver to Specialty a Promissory Note, on or before April 21, 2009, in the amount of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00) for the remainder of the outstanding amount not previously remitted for the transfer and sale of said intangible rights and tangible property.

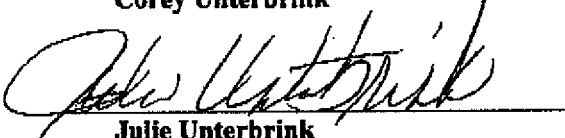
**SIGNATURES**

**SPECIALTY CHEMICAL ACQUISITION CORPORATION**

By   
**Chris Holt**  
**President**

By   
**Pamela Holt**  
**Vice-President**

  
**Corey Unterbrink**

  
**Julie Unterbrink**

### AGREEMENT RELATING TO FORMATION OF BUSINESS

On this 22<sup>nd</sup> day of November, 2005, **THE PARTIES HERETO**, Specialty Chemical Corp., Corey Unterbrink (individually and as the sole owner and President of Specialty Chemical Corp.), and **Chris Holt and Pamela Holt, husband and wife** (hereinafter the "Holt's"), desire to formalize the general points of their agreement for the formation of a new business which shall initially be called Specialty Chemical Acquisition Corp., a C Corporation, the name of which shall be changed to Specialty Chemical Corp. The parties expect that further provisions may be added to their agreement. However, the parties intend that this Agreement will set forth the major elements of the agreement reached between the parties and shall be binding upon both parties. The parties further desire to begin implementation of this Agreement immediately.

In particular, the parties agree that:

- The parties shall immediately cause a new C Corporation to be formed in the State of Missouri.
  - The initial name of the new company shall be Specialty Chemical Acquisition Corp.
  - The name shall be changed to Specialty Chemical Corp. immediately following the dissolution and termination of the existing Specialty Chemical Corp. by Corey Unterbrink.
  - The parties expect that the primary area of business will be manufacturing of car care and related products, including all of the areas of business of the existing company, and also to operate in the chemical brokerage business, buying and selling chemicals (primarily those chemicals used in the manufacturing of the products produced by the new company).
- Specialty Chemical Corp., an S Corporation, by and through its owner Corey Unterbrink, shall transfer all of its assets to the newly formed corporation.
  - The assets to be transferred include:
    - All formulas of the company, including all "dressings" (including the water based VOC compliant dressing almost ready for sale) and all air freshener formulas
    - All Trademarks, including:
      - Dressall
      - Bubble Magic
      - Kleen All
      - Multi Shine
    - Air freshener perfumes, water and oil based
    - Soaps and cleaners

- The assets to be transferred do not include such other formulas that Corey Unterbrink has developed that do not relate to car care and related products.
- Following the transfer of the assets to the newly formed corporation, the existing S corporation which is owned by Corey Unterbrink shall be dissolved and terminated.
- The Holts shall pay, within the next two months, \$100,000 to Specialty Chemical Corp., some of which may be paid to the existing corporation and some of which will be paid to the new corporation, but all of the value will ultimately benefit the new company. The Holts will also provide additional financial backing to the company as they deem appropriate to help facilitate immediate needs of the company.
  - Certain payments previously made to or on behalf of Specialty Chemical Corp. by the Holts shall be considered in determining the amount contributed by the Holts.
- The Holts shall initially be owners of 55% of the newly formed company and Corey Unterbrink shall initially be the owner of 45% thereof. The shares to be issued in the formation of the new company shall be common stock and the parties may subsequently agree upon an additional class of shares to be issued. The parties agree that the Holts may transfer a small percentage of shares (under 4%) to Douglas, Haun and Heidemann, P.C. (DHH) in full or partial payment of legal fees relating to the Company, as may agreed upon between the Holts and DHH.
- The assets to be transferred from Specialty Chemical Corp. shall include both tangible and intangible property (including but not limited to goodwill, rights in phone numbers, accounts receivable, formulas for its existing products and products to be developed, trademarks, brand names, customers, business routes, distributor information, trade secrets, proprietary information, etc.) of the business and shall be transferred free and clear of any known liens or encumbrances.
- The parties contemplate that Corey shall be generally in charge of day to day operations of the new company and the Holts shall be in charge of the administrative work relating to the new company.
- Any formulas, ideas, and products developed by Corey Unterbrink during the time he is an owner of the new company and relating to the general scope of the business of the new company shall belong to the new company.
- Corey Unterbrink agrees to work as an employee for the new company during the time he is an owner of the company. In the event Corey is no longer an employee, Corey will be required to sell his shares in the company for their market value.

- The parties agree to restrict their ability to sell their interests in the new company in that each party will each have a right of first refusal as to the shares of the other party and agree to enter into a Buy-Sell Agreement which shall specify the rights and obligations of the parties with respect to the rights of first refusal.
- The parties agree and understand that Corey Unterbrink's knowledge, skills and employment are essential to the development of and success of the Company. To that end, Corey agrees to work a minimum of 40 hours per week during the time of his employment with the Company, subject to a customary vacation and "time-off" schedule. Corey shall receive reasonable compensation for his work for the new company which shall be agreed upon by the parties. Furthermore, Corey agrees to train the Holts and to provide the Holts with trade secrets, proprietary information, formulas and other sensitive information relating to the business as soon as is practical to enable them to fully understand the nature of the business.
- Corey Unterbrink shall execute a reasonable non-compete agreement that will prohibit competition against the new company in all of its areas of business for a period of three years from the time of a separation from the Company, or such other time period as the parties may hereafter agree upon in writing. The Holts agree to execute the same non-compete agreement upon the request of Corey, upon learning the confidential and proprietary information associated with the business.
- In addition to any non-competition period, neither party to the agreement shall disclose any of the confidential information of the company, including formulas, trade secrets, proprietary information, and other sensitive information, to a third party that is not (a) a shareholder of the new company or (b) a party who signs a binding non-disclosure and non-competition agreement, with the exception of legal counsel under complete confidentiality. This covenant and restriction shall be binding for an eight year period.
- During the time a party is an owner of the new company, an employee of the new company, or both, that party shall have a duty of loyalty to the company and shall not use any of the above described information to the detriment of the company and shall be bound by the non-compete, non-disclose provisions described above.
- All shareholders, officers and directors of the new company shall be required to execute substantially similar non-compete, non-disclose, and confidentiality agreements as described above.
- All of the new company's suppliers, distributors, employees, and sub-contractors who may be privy to any confidential information shall be required to sign confidentiality agreements as a condition to having the opportunity to work for the company and/or to be exposed to any confidential information.



- The Holts agree to build a new building for the new company, if needed for the business. The rent for any such building shall be a reasonable fair market value rent agreed upon by both parties.
- In the event the Holts agree to personally guarantee any loan of the new company, or make any loan to the new company, they may take a security interest in the property of the corporation (and perfect their interest by filing a financing statement) to protect their individual interests.
- The parties agree to cooperate in good faith with one another in adding provisions to this agreement as it becomes helpful or necessary to do so for purposes of clarifying the rights of the parties and the operation of the company.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be signed the day and year first above written.


**Specialty Chemical Corp.**

**The Holts**

By:

  
Corey Unterbrink

  
Corey Unterbrink, individually

  
Chris Holt

  
Pamela Holt

DHH No. 3909-016