

TO: LAURA A. GENOVESE COMPANY: 2005 MARKET STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neptune Chemical Pump Co., Inc.		04/10/2008	CORPORATION: PENNSYLVANIA
Fluid Dynamics, Inc.		04/10/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Neptune Chemical Pump Company		
Street Address:	P.O. Box 247		
City:	Lansdale		
State/Country:	PENNSYLVANIA		
Postal Code:	19446		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2804235	WATERS EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	(215)985-1331		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	215-965-1348		
Email:	csmith@panitchlaw.com		
Correspondent Name:	Laura A. Genovese		
Address Line 1:	2005 Market Street		
Address Line 2:	One Commerce Square, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	208934.5006		
NAME OF SUBMITTER:	Laura A. Genovese		
Signature:	/Laura A. Genovese/		

CH \$40.00 2804235

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Date:

05/04/2009

Total Attachments: 3

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Neptune Chemical Pump Co., Inc., a Pennsylvania corporation and Fluid Dynamics, Inc., a Pennsylvania corporation (hereinafter collectively referred to as "Sellers"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained, sold, transferred, assigned and delivered, and by these presents does hereby give, grant, bargain, sell, transfer, assign, set over and deliver to Neptune Chemical Pump Company (formerly, Neptune Acquisition Company), a Delaware corporation ("Buyer"), its successors and assigns, all of Sellers' right, title and interest in and to all of the Purchased Assets, as such term is defined in that certain Asset Purchase Agreement, dated February 29, 2008, as amended on March 21, 24 and 26, 2008 (the "Agreement"), by, between and among Sellers and Buyer, consisting of the following:

(a) all inventory of or relating to the Business (including, without limitation, raw materials, work in process, finished goods, service parts and supplies) (collectively, the "Inventory");

(b) the furniture, fixtures, equipment (including, without limitation, office equipment, and equipment leased out or held for lease by Sellers), machinery, parts, computer hardware, automobiles and trucks and all other tangible personal property of the Sellers, or either of them, set forth on Schedule 1.02 of the Agreement (collectively, the "Equipment");

(c) all leasehold interests and leasehold improvements created by all leases of personal property under which either of the Sellers is a lessee;

(d) all trade accounts receivable and notes receivable of the Sellers, or either of them (collectively, the "Accounts Receivable");

(e) all deposits (other than tax deposits) relating to the Business and rights with respect thereto and all rebates due from vendors;

(f) subject to Section 11.05 of the Agreement, all contracts, claims and rights (and benefits arising therefrom) with or against all persons whomsoever relating to the Business, including, without limitation, all rights against suppliers under warranties covering any of the Inventory or Equipment and all Permits;

(g) all sales orders and sales contracts, purchase orders and purchase contracts, quotations and bids relating to the Business;

(h) all intellectual property rights of the Sellers, or either of them, relating to the Business, including, without limitation, computer software, designs and drawings, patents and applications therefor, know-how, unpatented inventions, trade secrets, secret formulas, business and marketing plans, copyrights and applications therefor, trademarks and applications therefor, service marks and applications therefor, trade names and applications therefor, logos, internet domain names and addresses and web-sites, trade dress, names and slogans, and, telephone (land

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lines and cellular) and fax numbers, owned and used by the Sellers, or either of them, and all goodwill associated with such intellectual property rights;

(i) subject to Section 11.05 of the Agreement, all license agreements, distribution agreements, sales representative agreements, service agreements, supply agreements, franchise agreements, computer software agreements and technical service agreements relating to the Business;

(j) all customer lists, customer records and information of the Sellers, or either of them;

(k) all books and records of the Sellers, or either of them, including, without limitation, blueprints, drawings and other technical papers, payroll, employee benefit, Accounts Receivable and accounts payable, inventory, maintenance, and asset history records, ledgers, and books of original entry, all insurance records, all health and safety (including, without limitation, Occupational Safety and Health Administration) files and records and all environmental (including, without limitation, Environmental Protection Agency) files and records, except as the same may be included in the Excluded Assets (all such books, files and records will be preserved and made available to the Sellers during normal business hours, and upon reasonable notice, for a period of seven (7) years from the Closing Date, to the extent required by the Sellers for tax or other public authority, insurance or litigation purposes);

(l) all rights in connection with prepaid expenses, other than prepaid insurance relating to the Business;

(m) all letters of credit issued to the benefit of the Sellers, or either of them;

(n) all sales and promotional materials, catalogues and advertising literature, of the Sellers, or either of them; and

(o) all other properties of every kind, character and description, tangible or intangible, owned by the Sellers, or either of them, and used or held for use in connection with, or which otherwise relate to, the Business, whether or not specifically set forth above.

TO HAVE AND TO HOLD the entire right, title and interest in and to such assets hereby sold, conveyed, transferred and assigned to Buyer, its successors and assigns, for its own use and benefit forever, and Sellers, their successors and assigns, covenant and agree to and with Buyer that Sellers are the lawful owners of the above described assets; that the same are owned by Sellers free from all liens, pledges, claims, charges, security interests and encumbrances; that Sellers have the good right to sell the same as aforesaid; and that Sellers will warrant and defend the sale and transfer of said assets unto Buyer, its successors and assigns, against all lawful claims and demands whatsoever and against all and every person and persons whomsoever, together with any and all right, title or interest which Sellers have or may have in and to all warranties and rights under purchase or like agreements to cause defective assets to be repaired or replaced, and all rights of action against the vendors or providers of such goods or services in consequence of any defect or breach of warranty pertaining thereto.

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Sellers agree that they will, at any time and from time to time, upon request of Buyer, do, execute, acknowledge and deliver, all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, conveying, granting, assuring and confirming unto Buyer, or its successors and assigns, or for abiding and assisting in reducing to possession, any or all assets or properties hereby sold, transferred and assigned by Buyer.

Capitalized terms used herein which are not otherwise defined herein and all Schedules referred to herein shall have the meanings ascribed to such terms and Schedules in the Agreement.

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Bill of Sale on this 10 day of April, 2008, effective as of 12:01 a.m. on such date.

"Sellers"

Neptune Chemical Pump Co., Inc.

By: 

Name: Mike B. Adams

Title: Chairman

Fluid Dynamics, Inc.

By: 

Name: Allen A. Adams

Title: Chairman