

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applicators Sales & Service, Inc.		05/27/2009	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Paradigm Operating Company, LLC		
Street Address:	400 Riverside Industrial Parkway		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2560243	PARADIGM	
Registration Number:	2496103	PARADIGM	
Registration Number:	2205427	SUNWISE	
CORRESPONDENCE DATA			
Fax Number:	(216)363-4588		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 363-4418		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Laura Beresh		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	31518-9		
NAME OF SUBMITTER:	Laura Beresh		

OP \$90.00 2560243

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**TRADEMARK
 REEL: 004009 FRAME: 0691**

Signature:	/Laura Beresh/
Date:	06/23/2009
Total Attachments: 5 source=Paradigm Trademark Assignment#page1.tif source=Paradigm Trademark Assignment#page2.tif source=Paradigm Trademark Assignment#page3.tif source=Paradigm Trademark Assignment#page4.tif source=Paradigm Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) dated as of May 27, 2009 (the “*Effective Date*”), is made by and between Applicators Sales & Service, Inc., a Maine corporation (“*Assignor*”), and Paradigm Operating Company LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee, among others, are parties to that certain Contribution and Membership Interest Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to contribute to Assignee the Contributed Assets (as defined in the Purchase Agreement) in exchange for all of the issued and outstanding units of membership interests of Assignee;

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks and trade names identified and set forth on **Schedule A** hereto or that otherwise constitute Contributed Assets (all of the foregoing collectively, the “*Trademarks*”) and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises, covenants, and consideration set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over unto Assignee all of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the Business (as defined in the Purchase Agreement) in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor’s and Assignee’s behalf and in Assignor’s and/or Assignee’s name, place, and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns, or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns, and other legal representatives,

of the right, title, and interest whose conveyance is made hereby, and to enable such right, title, and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns, and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support, and protect the right, title and interest of Assignee and its successors, assigns, and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title, and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and/or delivery of affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required by Assignee and within Assignor's ability to provide) in connection with: (1) the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement, or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

Assignor hereby specifically incorporates by reference all of the representations, warranties, and indemnifications, subject to all of the conditions and limitations, applicable to the Trademarks in the Purchase Agreement. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE PURCHASE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES AND UNDERTAKES NO INDEMNIFICATION OBLIGATIONS OF ANY KIND RELATED TO THE TRADEMARKS AND HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION OBLIGATIONS, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE TRADEMARKS.

This Assignment is governed by and construed in accordance with the internal laws of the State of Ohio, without regard to conflict of laws principles.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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SCHEDULE A
TRADEMARKS

Trademark / Trade Name	Registration No.	Date of Registration	Serial No.
PARADIGM	2,560,243	04/09/2002	76-102,904
PARADIGM	2,496,103	10/09/2001	76-117,594
SUNWISE	2,205,427	11/24/1998	75-353,096