

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
Seal Tite, Inc.		08/24/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Seal Tite LLC		
Street Address:	8675 Seward Road		
City:	Fairfield		
State/Country:	OHIO		
Postal Code:	45011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3200648	SEAL-TITE	
Serial Number:	78712129	SEAL-TITE	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5135796960		
Email:	trademarks@kmlaw.com		
Correspondent Name:	Courtney A. Laginess		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	PI4415MA0001		
NAME OF SUBMITTER:	Courtney A. Laginess		
Signature:	/Courtney A. Laginess/		

OP \$65.00 3200648

Date:

08/26/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of August 24, 2009 ("Effective Date") from WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Assignor") to SEAL TITE LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in that certain Agreement of Purchase and Sale Pursuant to Article 9 of the Uniform Commercial Code, dated as of August 24, 2009, by and between Assignor and Assignee (the "Article 9 Sale Agreement").

WHEREAS, Seal Tite Inc., an Ohio corporation ("Debtor") has adopted, is using and/or is the exclusive owner of all right, title, and interest in and to each of the trademarks listed on the attached Exhibit A (the "Trademarks");

WHEREAS, as further described in the Article 9 Sale Agreement, Assignor is entitled under Sections 9-610 through 9-619 and 9-623 through 9-628 of the Uniform Commercial Code, as enacted in the State of Ohio (the "Code"), the Loan Documents and other applicable law, to sell, transfer and assign to Assignee for value all right, title, and interest of Debtor, in and to the Trademarks;

WHEREAS, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee the Trademarks, and Assignee has agreed to purchase, accept, acquire and take assignment of such Trademarks, pursuant to Sections 9-610 through 9-619 and 9-623 through 9-628 of the Code, in each case upon the terms and subject to the terms and conditions set forth in the Article 9 Sale Agreement; and

WHEREAS, the parties hereto wish to evidence the assignment of the Trademarks as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Debtor's entire right, title and interest in, to and under the following: (a) the Trademarks and the goodwill of Debtor's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Debtor provided under United States, state or foreign law with respect to the Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights"); (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

2. Third Party Beneficiary. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Assignor and Assignee and their respective

successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. The Trademarks are being sold and transferred to Assignee "AS IS," "WHERE IS," and "WITH ALL FAULTS," and Assignee is accepting the Trademarks "AS IS," "WHERE IS," and "WITH ALL FAULTS" and waives any right to object to the sufficiency, condition, quantity or other characteristics of the Trademarks. THE SALE OF THE TRADEMARKS TO ASSIGNEE UNDER THE ARTICLE 9 SALE AGREEMENT SHALL BE ON AN "AS IS/WHERE IS" BASIS AND "WITH ALL FAULTS". ASSIGNOR EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO COMPLIANCE BY ANY PARTY WITH ANY LAWS OR REGULATIONS, AND ANY AND ALL OTHER STATUTORY OR IMPLIED WARRANTIES AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE TRADEMARKS.

4. Limitation. This Assignment is intended to implement the provisions of the Article 9 Sale Agreement and shall not be construed to enhance, extend or limit the rights or obligations of the Assignor or Assignee thereunder. To the extent any provision of this instrument is inconsistent with the Article 9 Sale Agreement, the provisions of the Article 9 Sale Agreement shall control.

5. Governing Law. This Assignment will be governed by and construed in accordance with the internal substantive laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

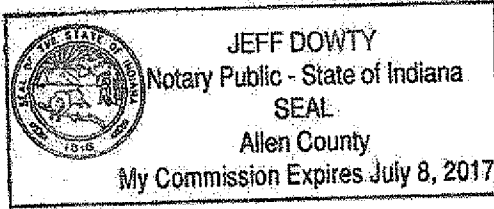
6. Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

7. Counterparts. This Assignment may be executed in counterparts.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the dates set forth below their respective signatures.

ASSIGNOR:



WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Lynn A. Gruber
Name: Lynn A. Gruber
Title: Vice President

STATE OF INDIANA)
) : SS
COUNTY OF ALLEN)

On this 24th day of August, 2009, before me appeared Lynn A. Gruber, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Wells Fargo Bank, National Association, with authority to do so.

[Signature]
Notary Public

ASSIGNEE:

SEAL TITE LLC

By: _____
Name: Gary Johns
Title: Chairman

STATE OF _____)
) : SS
COUNTY OF _____)

On this ____ day of August, 2009, before me appeared Gary Johns, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Seal Tite LLC, with authority to do so.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the dates set forth below their respective signatures.

ASSIGNOR:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Lynn A. Gruber
Title: Vice President

STATE OF _____)
) : SS
COUNTY OF _____)

On this ____ day of August, 2009, before me appeared Lynn A. Gruber, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Wells Fargo Bank, National Association, with authority to do so.

Notary Public

ASSIGNEE:

SEAL TITE LLC

By: _____
Name: Gary Johns
Title: Chairman

STATE OF Ohio)
) : SS
COUNTY OF Hamilton)

On this 24th day of August, 2009, before me appeared Gary Johns, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Seal Tite LLC, with authority to do so.

Julie T. Muething
Notary Public

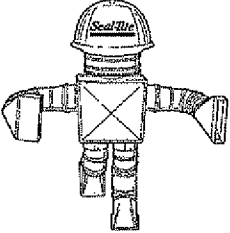


JULIE T. MUETHING
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

TRADEMARK

REEL: 004053 FRAME: 0042

EXHIBIT A
TRADEMARKS

TM Records	TM/SN/RN/Disclaimer	Owner	Full Goods/Services	Status/Key Dates
US Federal Q-1 f-5	SEAL-TITE SEAL-TITE SN:78-659888 RN:3,200,648	Seal Tite, Inc. (Ohio Corp.)	(Int'l Class: 6) Metal heating and air-conditioning ducts and fittings	Registered January 23, 2007 Int'l Class: 6 First Use: December 31, 1959 Filed: June 28, 2005 Published: November 7, 2006
US Federal Q-1 f-7	SEAL-TITE and Design  SN:78-712129	Seal Tite, Inc. (Ohio Corp.)	(Int'l Class: 6) Metal heating and air-conditioning ducts and fittings	Allowed - Intent to Use Statement of Use - Registration Review Complete July 29, 2009 Int'l Class: 6 First Use: March 1, 2009 Filed: September 13, 2005 Published: December 4, 2007 Allowed: February 26, 2008

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