

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
Michael J. Eber		09/23/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Spraying Systems Co.		
Street Address:	200 West North Avenue		
City:	Glendale Heights		
State/Country:	ILLINOIS		
Postal Code:	60139-3408		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1828800	FACTROL	
Registration Number:	1424582	FLUID AIR	
Registration Number:	1946678	GRANUMILL	
Registration Number:	2149017	MAGNACOATER	
Registration Number:	1765570	MAGNAFLO	
Registration Number:	1935606	MAGNALIFT	
Registration Number:	2547847	PHARMX	
CORRESPONDENCE DATA			
Fax Number:	(312)261-1532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 261-2238		
Email:	trademark@pedersenhoupt.com		
Correspondent Name:	Stan Sneeringer		
Address Line 1:	161 N. Clark Street		
Address Line 2:	Suite 3100		

OP \$190.00 1828800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	200990481
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NAME OF SUBMITTER:	Stan Sneeringer
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Signature:	/Stan Sneeringer/
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Date:	10/08/2009
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Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT, made this 23 day of September, 2009 by and between Michael J. Eber, not individually but as assignee for the benefit of the creditors of Fluid Air, Inc., with an office at c/o High Ridge Partners, 140 South Dearborn, Suite 420, Chicago, Illinois 60603 (hereinafter "Assignor") and Spraying Systems, Co., an Illinois corporation, with an office at 200 West North Avenue, Glendale Heights, Illinois 60139-3408 (hereinafter "Assignee").

WHEREAS, Assignor is the owner, to the same extent as Fluid Air, Inc. immediately prior to the assignment by Fluid Air, Inc. to Assignor, of the trademark and service mark registrations and applications as set forth on Exhibit A, attached hereto and made a part hereof (hereinafter collectively called the "Trademarks"), which to Seller's knowledge are free and clear of all liens, claims and encumbrances;

WHEREAS, Assignor desires to transfer the entire ownership of the Trademarks to Assignee;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the parties agree as follows:

(1) Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, throughout the United States and in all foreign countries: (a) all of Assignor's right, title and interest in and to the Trademarks, including all existing and future registrations of such trademarks and all renewals thereof; (b) the goodwill of Assignor's business in connection with which the Trademarks are used and which is symbolized by said Trademarks; (c) the right to claim all benefits and priority rights under any applicable convention; (d) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks.


(2) Assignor, and any legal representative of Assignor, will assist the Assignee in the prosecution of any Trademark, and vesting in Assignee exclusive title to the same, at Assignee's cost, including executing and delivering to Assignee any papers which may be requested by Assignee to carry out the terms of this Assignment.

(3) This agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor intends to be legally bound as of the date first written above.

ASSIGNOR:



Michael J. Eber, not individually but solely as
assignee for the benefit of the creditors of Fluid
Air, Inc.

ASSIGNEE:

Spraying Systems Co.

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Assignor intends to be legally bound as of the date first written above.

ASSIGNOR:

Michael J. Eber, not individually but solely as
assignee for the benefit of the creditors of Fluid
Air, Inc.

ASSIGNEE:

Spraying Systems Co.

By: 
Name: Michael J. Eber
Title: CFO

STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, Janet M. Dill, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that MICHAEL J. EBER, is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of Michael J. Eber, not individually but solely as assignee for the benefit of creditors of Fluid Air, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of September, 2009.



Janet M. Dill
Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that _____, the _____ of SPRAYING SYSTEM CO. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of _____, the _____ of Spraying System Co. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of September, 2009.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that MICHAEL J. EBER, is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of Michael J. Eber, not individually but solely as assignee for the benefit of creditors of Fluid Air, Inc., for the uses and purposes therein set forth.

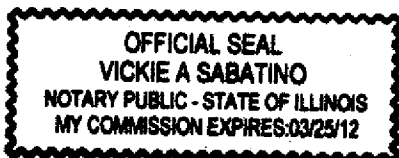
GIVEN under my hand and notarial seal, this _____ day of September, 2009.

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, VICKIE A. SABATINO, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Martin E. Hynes, the CFO of SPRAYING SYSTEM CO. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of MARTIN E. HYNES, the CFO of Spraying System Co. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23 day of September, 2009.



Vickie A. Sabatino
Notary Public

EXHIBIT A

Pending and Registered Trademarks

Title	Class	Status	Application Number/Date	Registration Number/Date	Renewal Date	First Use Date(s)
FACTROL	9	Registered	74289481 29-Jun-1994	1828800 29-Mar-1994	29-Mar-2014	01-Aug-1992
FLUID AIR	7	Registered	73535031 30-Apr-1985	1424582 13-Jan-1987	13-Jan-2017	First Use Date: 15-May-1984 First Use in Commerce Date: 22-Mar-1985
GRANUMILL	7	Registered	74611890 16-Dec-1994	1946678 09-Jan-1996	09-Jan-2016	28-Mar-1995
MAGNACOATER	7	Registered	75220974 3-Jan-1997	2149017 07-Apr-1998	07-Apr-2018	16-Dec-1996
MAGNAFLO	7	Registered	74312543 10-Sept-1992	1765570 20-Apr-1993	20-Apr-2013	28-May-1992
MAGNALIFT	7	Registered	74612098 16-Dec-1994	1935606 14-Nov-1995	14-Nov-2015	18-Oct-1994
PHARMX	7	Registered	75692593 27-Apr-1999	2547847 12-Mar-2002	12-Mar-2012	02-Jul-2001