

**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>
Fluid Routing Solutions, Inc.		03/27/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRS Holding Corp.		
<b>Street Address:</b>	3000 Town Center, Suite 2800		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48075		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3085173	GEN2	
<b>Registration Number:</b>	3408823	FLUOROPERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	38233-411		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		

CH \$65.00 3085173

Date:

10/16/2009

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into as of this 27th day of March, 2009, (the "Effective Date"), by and between Fluid Routing Solutions, Inc., a Delaware corporation ("Assignor"), and FRS Holding Corp., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 6, 2009 (as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets relating to the Business (as defined in the Purchase Agreement);

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all income, royalties or payments accrued, 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 Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment, for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

For a period of twelve (12) months after the Effective Date, Assignor shall use commercially reasonable efforts to provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance as Assignee may reasonably request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that

may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 21 day of March, 2009.

**ASSIGNEE:**

FRS HOLDING CORP.

By: 

Name: Michael Laisure

Title: CEO & President

**ASSIGNOR:**

FLUID ROUTING SOLUTIONS, INC.

By: 

Name: John Carson

Title: CFO, Treasurer & Secretary

[Signature Page to Trademark Assignment]

TRADEMARK  
REEL: 004080 FRAME: 0145

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS:**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GEN2	3085173	April 25, 2006
FLUOROPERM	3408823	April 3, 2008

**U.S. TRADEMARK APPLICATIONS:**

None.

**FOREIGN TRADEMARK REGISTRATIONS:**

None.

**FOREIGN TRADEMARK APPLICATIONS:**

None.