

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
Norac, Inc.		08/21/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Syrgis Performance Initiators, Inc.		
Street Address:	4555 Lake Forest Drive		
Internal Address:	Suite 650		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2306842	BENOX	
Registration Number:	2290117	MEC	
Registration Number:	2242512	NOROX	
Registration Number:	2195036	SUPEROX	
CORRESPONDENCE DATA			
Fax Number:	(513)762-7925		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-455-7625		
Email:	gdb@gdm.com		
Correspondent Name:	Glenn D. Bellamy		
Address Line 1:	255 East 5th Street		
Address Line 2:	2900 Chemed Center		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	113276.10		

CH \$115.00 2306842

900147735

TRADEMARK
REEL: 004097 FRAME: 0080

NAME OF SUBMITTER:	Glenn D. Bellamy
Signature:	/Glenn D. Bellamy/
Date:	11/16/2009
Total Attachments: 5 source=Norac Trademark Assignment 083107#page1.tif source=Norac Trademark Assignment 083107#page2.tif source=Norac Trademark Assignment 083107#page3.tif source=Norac Trademark Assignment 083107#page4.tif source=Norac Trademark Assignment 083107#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of August 31, 2007 (the "*Effective Date*"), is made by and between Norac, Inc., a New Jersey corporation ("*Assignor*"), and Syrgis Performance Initiators, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor, Assignee and Syrgis Acquisition AB are parties to that certain Stock and Asset Purchase Agreement, dated as of August 17, 2007 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "*Purchased Assets*" as defined in the Agreement;

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 identified and set forth on Schedule A or that otherwise constitute Purchased Assets under the Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the 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 and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business 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 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, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required) in connection with: (1) 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, covenants, agreements, exclusions, indemnities and other provisions, subject to all of the conditions and limitations, applicable to the Trademarks in the Agreement.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

NORAC, INC.

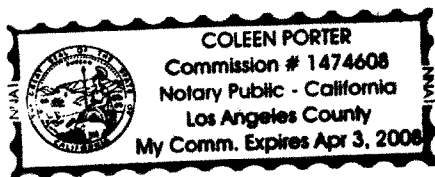
By: Wallace McCloskey
Wallace McCloskey, President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On August 9th, 2007, before me, Coleen Porter, a Notary Public, personally appeared WALLACE McCLOSKEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Coleen Porter



**SYRGIS PERFORMANCE INITIATORS,
INC.**

By: _____



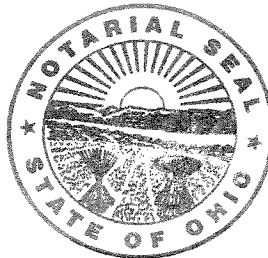
Name: Ryan J. Meany

Title: Vice President

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga

On this 29th day of August, 2007 personally appeared before me Ryan J. Meany, known to me to be Vice President of Syrgis Performance Initiators, Inc., who acknowledged that he signed this instrument as a free act on behalf of Syrgis Performance Initiators, Inc.

Notary Public:
My commission expires: 1-7-09



TONI T. KARDAMIS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Exp. 1/7/09

SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Country</u>
BENOX	75/329,636	1/11/2000	2,306,842	United States
MEC	75/537,238	11/2/1999	2,290,117	United States
NOROX	75/339,399	5/4/1999	2,242,512	United States
SUPEROX	75/282,532	10/13/1998	2,195,036	United States