

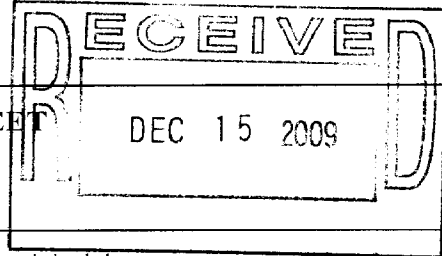
12-16-2009



103583790

12-15-09

COVER SHEET ONLY



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Smith & Loveless, Inc.

- Individual(s)
- General Partnership
- Corporation- Kansas
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 27, 2009

2. Name and address of receiving party(ies)

Name: Bio-Microbics, Inc.

Internal

Address:

Street Address: 8450 Cole Parkway

City: Shawnee

State: Kansas

Zip: 66227

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Kansas

Other

If assignee is not domiciled in the United States, a domestic

representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 3,595,229; 2,506,399;

3,456,092; 1,982,115; 1,992,568; 1,950,941

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Wood, Phillips, Katz, Clark & Mortimer

Internal Address:

Street Address: Citicorp Center, Suite 3800

500 West Madison Street

City: Chicago State: IL Zip: 60661-2562

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit account number:

23-0785

DO NOT USE THIS SPACE

9. Signature

Corinne Byk

Name of Person Signing

Corinne Byk
Signature

12/15/2009 DBYRNE 00000046 3595229

December 10, 2009

01 FC:8521
02 FC:8522

Date

48.00 OP
125.00 OP

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the USPTO

P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004114 FRAME: 0901

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into on this 27 day of September, 2009, by and between Smith & Loveless, Inc., a Kansas corporation ("Assignor"), whose principal place of business is 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215, and Bio-Microbics, Inc., a Kansas corporation whose principal place of business is 8450 Cole Parkway, Shawnee, Kansas 66227 ("Assignee").

WHEREAS, Assignor is the record owner of the Trademarks listed on the attached Schedule (the "Marks"); and

WHEREAS, Assignee desires to acquire said Marks and the registrations resulting therefrom and all of the rights to and interests therein, including (without limitation) all the goodwill associated therewith (and which is symbolized thereby) as successor to applicant's business, or portion of business to which Marks pertain, if that business is ongoing and existing.

NOW, THEREFORE, TO ALL CONCERNED, be it known for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest, anywhere in the world, in and to the Marks unto Assignee and the registrations thereof, together with the goodwill of the business in connection with which said Marks are used, together with all applications and royalties derived therefrom.

2. This Assignment includes any and all use rights and all rights to sue for and recover and collect on all claims for damages for infringement of said Marks, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name.

3. From time to time following the date of this Assignment, Assignor and Assignee shall promptly execute and deliver, or cause to be executed and delivered, to the other party hereto such other instruments, documents or agreements as the other party may reasonably request or as may be reasonably necessary to more effectively consummate the transactions contemplated by this Assignment.

4. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office such filing to be as effective as if filed by Assignor..

[Signature Page Follows]

WA 1219347 1

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

Smith & Loveless, Inc.
ASSIGNOR

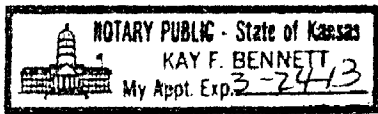
By: [Signature]
Name: FRANK J REBORI
Title: PRESIDENT

STATE OF Kansas)
COUNTY OF Johnson) ss.

On the 27 day of September, 2009, before me, the undersigned, a Notary Public within the County and State aforesaid, personally appeared Frank J. Rebori to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: 3-24-13 Kay F. Bennett Notary Public



Bio-Microbics, Inc.
ASSIGNEE

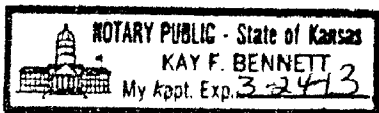
By: [Signature]
Name: ROBERT J. REBORI
Title: PRESIDENT

STATE OF Kansas)
COUNTY OF Johnson) ss.

On the 27 day of September, 2009, before me, the undersigned, a Notary Public within the County and State aforesaid, personally appeared Robert J. Rebori to me known to be the person who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

In Witness Whereof, I have hereunto attached my hand and seal, at the County and State aforesaid on the day and year last above written.

My Commission Expires: 3-24-13 Kay F. Bennett Notary Public



SCHEDULE

Name	Country	Registration or Grant Date	Registration Number	Serial Number	Docket Number	Expiration Date
BPT	USA	6/5/2007 filed	3,595,229	76,677,832	T2110US	3/24/14
Deltab	USA	11/13/01	2,506,399	76,158,448	T1710US	11/13/11
Levetrol	USA	7/1/08	3,456,092	76,672,898	T2100SU	7/1/13
PACE	USA			76,158,449	T1720US	common law
S (Scienco design)	USA	6/25/96	1,982,115	74,619,924	T1567US	6/25/16
Scienco	USA	8/13/96	1,992,568	74,619,677	T1568US	8/13/16
Scienco	USA	1/23/96	1,950,941	74,619,919	T1570US	1/23/16