

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/10/2004		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Senior Investments AG Corporation		12/17/2009
			Entity Type
			CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	U.S. Hose Corporation		
Street Address:	815 Forestwood Drive		
City:	Romeoville		
State/Country:	ILLINOIS		
Postal Code:	60446		
Entity Type:	CORPORATION: WYOMING		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2728779	CRYOFLEX
CORRESPONDENCE DATA			
Fax Number:	(630)226-9737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-235-9707		
Email:	LMcFarland-Taylor@sbcglobal.net		
Correspondent Name:	Laura McFarland-Taylor		
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ATTORNEY DOCKET NUMBER:	CRYOFLEX ASSIGNMENT		
NAME OF SUBMITTER:	Laura McFarland-Taylor		
Signature:	/Laura McFarland-Taylor/		

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REEL: 004115 FRAME: 0685

Date:

12/17/2009

Total Attachments: 2

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***NUNC PRO TUNC* TRADEMARK ASSIGNMENT**

THIS *NUNC PRO TUNC* TRADEMARK ASSIGNMENT, by and between Senior Investments AG Corporation, a company organized under the laws of Switzerland, having its principal place of business at Fronwagplatz 10 8201, Schaffhausen, Switzerland ("Assignor") and U.S. Hose Corp., a corporation organized under the laws of the State of Wyoming, having its principal places of business at 1465 Putnam Avenue, Suite 229, Greenwich, Connecticut 06870 and 815 Forestwood Drive, Romeoville, Illinois 60446 ("Assignee"), shall be effective *nunc pro tunc* as of August 10, 2004.

RECITALS:

WHEREAS, Assignor and Assignee had previously entered into an Intellectual Property Assignment effective August 10, 2004, in which Assignor granted to Assignee, all of Assignor's right, title, and interest in and to several of Assignor's marks attached thereto (the "Original Trademarks");

WHEREAS, each of Assignor and Assignee had intended that Intellectual Property Assignment to include not only a grant of all right, title and interest in and to all of the Original Trademarks, but also the goodwill symbolized by the business associated with each of those Original Trademarks together with the Applications and/or Certificates of Registration respectively associated with each of the Original Trademarks;

WHEREAS, each of Assignor and Assignee had also intended that ASSIGNOR'S trademark CRYOFLEX, together with the goodwill of the business symbolized thereby, and U.S. Trademark Reg. No. 2,728,779, covering the trademark CRYOFLEX, (collectively, the "CRYOFLEX Trademark Rights") be assigned to Assignee together with the Original Trademarks, at that time ;

WHEREAS, Assignor and Assignee desire to correct the mutual mistake by effecting, confirming and ratifying the assignment from Assignor to Assignee, of all right, title and interest, including the goodwill symbolized thereby each, and the relevant applications and registrations associated with each, of both the Original Trademarks and the CRYOFLEX Trademark Rights;

WHEREAS, in order to effect Assignor's assignment to Assignee of its entire rights, title, interests, goodwill and relevant applications and registrations relevant to the Original Trademarks, as well as relevant to the CRYOFLEX Trademark Rights, Assignor and Assignee hereby execute this *NUNC PRO TUNC* TRADEMARK ASSIGNMENT, to be effective as of August 10, 2004.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto:

1. Assignor hereby ratifies and confirms its assignment to Assignee of all of the Original Trademark Rights, including the goodwill of the business symbolized thereby each of the Original Trademarks, together with all Trademark Applications and Registrations associated therewith each.

2. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to, as well as the goodwill of the business symbolized by, the CRYOFLEX Trademark Rights, including but not limited to U.S. Trademark Reg. No. 2,728,779.

3. Together with Assignor's right, title and interest in and to the Original Trademarks, and the goodwill and applications and registrations associated with each, and Assignor's above CRYOFLEX Trademark Rights, Assignor also conveys to Assignee the right to police, monitor and enforce both the Original Trademarks (and associated goodwill, applications and registrations) and the CRYOFLEX Trademark Rights against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement), which may have occurred at any time in the unlimited past, up to the date of this present *NUNC PRO TUNC* TRADEMARK ASSIGNMENT, together with any and all further privileges of the ownership of same.

4. Assignor agrees to perform all affirmative acts that may be necessary or desirable to perfect the above-described assignment, transfer, ratification and/or confirmation of rights, or to secure registration before the appropriate Trademark Office of any Nation, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to either the Original Trademarks or the CRYOFLEX Trademark Rights.

In WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date(s) identified below, to be effective *nunc pro tunc* as of August 10, 2004.

"ASSIGNOR"

Senior Investments AG Corporation

By: 

Name: MIKE SHEPHARD

Title: V.P. SENIOR

Date: 12/17/09

"ASSIGNEE"

U.S. Hose Corp.

By: 

Name: CAROL WISSMILLER

Title: CFO

Date: Dec 17'09