

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
SP Systems, LLC		03/16/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	US Sprayer Holding Co., LLC		
Street Address:	5100 Chestnut Drive		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23605		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78933675		
CORRESPONDENCE DATA			
Fax Number:	(804)788-4490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804.788.4480		
Email:	jhuddle@TheGlobalLawGroup.com		
Correspondent Name:	John M. Huddle, Esq.		
Address Line 1:	Ironfronts Building, 1011 E. Main Street		
Address Line 2:	Suite 100		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	John M. Huddle		
Signature:	/John M Huddle/		
Date:	01/25/2010		

OP \$40.00 78933675

Total Attachments: 4

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TRADEMARK ASSIGNMENT
March 16, 2007

THIS TRADEMARK ASSIGNMENT is effective as of March 16, 2007 (the "effective date") and is between **SP SYSTEMS, LLC** ("Assignor") and **US SPRAYER HOLDING CO., LLC** ("Assignee").

Background Statements:

A. Assignor has filed application U.S. Serial No. 78933675 (the "Application") in the United States Patent and Trademark Office ("USPTO") to register in Class 8 the trademark consisting of the shape, style and appearance of the silhouette of the tank portion of a hand-operated backpack sprayer (the "Tank Silhouette Mark").

B. Assignee is a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Assignee"), formed by Assignor and the other initial member of the Assignee as described in that certain LLC Operating Agreement of this date among those three parties (hereinafter the "LLC Operating Agreement").

C. As its initial capital contribution to Assignee pursuant to the LLC Operating Agreement, the Assignor wishes to hereby convey and assign the Application and its federal and common law United States trademark rights in the Tank Silhouette Mark to the Assignee, reserving certain registered and common law trademark rights of the Assignor, as more specifically provided herein.

Statement of Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Assignor, the parties agree as follows:

1. Assignment. Pursuant to the LLC Operating Agreement and subject to the terms and conditions therein, and further subject to the reservations described hereinafter, the Assignor hereby transfers and assigns to the Assignee all of its right title and interest in and to (a) United States trademark rights (state common law and federal) in and to the Tank Silhouette Mark, (b) the Application, (c) the Assignor's goodwill associated therewith, and (d) the right to sue for and collect any and all past, present and future infringements thereof.

2. Reservations by Assignor. Assignor expressly reserves (a) all of its right, title and interest in and to the Tank Silhouette Mark in other countries other than the United States, and (b) all of its common law trademark rights in and to its other marks and trade dress used by it in the United States (whether previously or in the future) in connection with the Tank Silhouette Mark, sprayer components or accessories, or other products.

3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be executed in Delaware without regard to conflicts of laws rules that would require the application of the substantive law of any other jurisdiction to the rights of the parties.

4. Dispute Resolution. All disputes, claims and controversies between the parties under or in connection with this Assignment shall be governed by and resolved strictly in accordance with that certain Mediation and Arbitration Agreement of even date herewith among

the Assignor, Assignee, Solo Incorporated, and Swissmex-Rapid de C.V. (hereinafter the "ADR Agreement").

5. Headings. The headings used in this Assignment are provided for convenience only and this Assignment shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document. Faxed or other electronically transmitted reproductions of signatures are to be treated as originals.

7. Entire Agreement. This Assignment, the LLC Operating Agreement, the ADR Agreement and the other written agreements of this date referred to in the LLC Operating Agreement contain the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or other contemporaneous proposals, discussions or writings are superseded hereby. The terms of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this Trademark Assignment to be executed by its duly authorized officer as of the above-stated effective date.

SP SYSTEMS, LLC

By: 
Ferro Paglia, President

QUITCLAIM AND TRANSFER OF RIGHTS:

Pursuant to that certain Settlement Agreement dated as of March 16, 2007 among the above Assignor, Solo Incorporated and Swissmex Rapid, S.A. De C.V. ("Swissmex"), and to induce the Assignee to accept the assignment from Assignor under this instrument, Swissmex represents and warrants that it has assigned and conveyed to SP all of Swissmex's rights, title and interest in (a) United States trademark rights (state common law and federal) in and to the Tank Silhouette Mark, (b) the Application, (c) the Assignor's goodwill associated therewith, and (d) the right to sue for and collect any and all past, present and future infringements thereof ("collectively Assigned Rights"), and that such Assigned Rights are being transferred and conveyed by this Assignment to the Assignee. By its authorized signature below, Swissmex hereby releases and quitclaims to the Assignee any and all of its right, title and interest whatsoever in the Assigned Rights.

SWISSMEX RAPID, S.A. DE C.V.

By: _____
Pedro Wirz, Managing Director

the Assignor, Assignee, Solo Incorporated, and Swissmex-Rapid de C.V. (hereinafter the "ADR Agreement").

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SWISSMEX RAPID, S.A. DE C.V.

By: _____
Pedro Wirz, Managing Director

Trademark Assignment Page 2 of 3

ACCEPTED:

US SPRAYER MOLDING CO., LLC

By: 

Andreas Emmerich, Co-Manager

Trademark Assignment Page 3 of 3