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
AJYL HOLDINGS, INC.		05/18/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	ENVIRITE OF OHIO, INC.	
Street Address:	2050 Central Avenue SE	
City:	Canton	
State/Country:	оню	
Postal Code:	44707	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2235819	
Registration Number:	1078610	
Registration Number:	2225582	ENVIRITE
Registration Number:	1164088	ENVIRITE

CORRESPONDENCE DATA

900162474

Fax Number: (216)623-0134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

kwiles@ralaw.com Email: Correspondent Name: Katy A. Wiles, Esq. 1375 E. Ninth Street Address Line 1:

Address Line 2: One Cleveland Center - Ninth Floor

Address Line 4: Cleveland, OHIO 44114

118322.0013 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Katy A. Wiles

Signature:	/kaw/			
Date:	05/18/2010			
Total Attachments: 4 source=AJYL ENVIRITE TM Assignment#page1.tif source=AJYL ENVIRITE TM Assignment#page2.tif source=AJYL ENVIRITE TM Assignment#page3.tif source=AJYL ENVIRITE TM Assignment#page4.tif				

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of May 18, 2010 by AJYL HOLDINGS, INC., an Ohio corporation ("Assignor") in favor of ENVIRITE OF OHIO, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, identified and set forth on <u>Schedule A</u> attached hereto, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignor wishes to assign to Assignee, a subsidiary of Assignor, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- Assignor hereby sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
- 3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

AJYL HOLDINGS, INC.

Name: S. Thomas Yablonski

Title: President

Acknowledgement:

ENVIRITE OF OHIO, INC.

By: Name: David G, Lobbestael

Title: President

Schedule A to Trademark Assignment

vyejek	Appil Sand No.	Tree in it.
Design Only	75414974	2235819
	1/7/1998	3/30/1999
Design Only	73110399	1078610
◆	12/21/1976	11/29/1977
ENVIRITE	75397594	2225582
	12/1/1997	2/23/1999
ENVIRITE	73250545	1164088
	2/19/1980	8/4/1981