

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLaughlin Gormley King Company		05/03/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Vertellus Specialties Inc.		
Street Address:	201 North Illinois Street		
Internal Address:	Suite 1800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3169451	AQUAPEL	
Registration Number:	3014121	AQUAPEL	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-221-2424		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Bradley M. Stohry, ICE MILLER LLP		
Address Line 1:	One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	T04802US00 & T04802US01		
NAME OF SUBMITTER:	Lisa D. Harden		

OP \$65.00 3169451

Signature:	/Lisa D. Harden/
Date:	05/19/2010
Total Attachments: 5 source=Asset Purchase and Sale Agreement#page1.tif source=Asset Purchase and Sale Agreement#page2.tif source=Asset Purchase and Sale Agreement#page3.tif source=Asset Purchase and Sale Agreement#page4.tif source=Asset Purchase and Sale Agreement#page5.tif	

ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of May 3, 2010 is made and entered into by and between McLaughlin Gormley King Company, a Minnesota corporation ("MGK"), MGK Asia Pacific Limited, ACN 085 882 382, incorporated under the laws of New South Wales, Australia ("MGK AP") (MGK and MGK AP, each referred to as "Seller" and collectively, the "Sellers") Vertellus Health & Specialty Products LLC (d/b/a Vertellus Specialty Materials), a Delaware limited liability company ("VH&S") and Vertellus Specialties Inc., an Indiana corporation ("Vertellus" and collectively with VH&S for the purpose of the Vertellus Assets, the "Buyer").

WHEREAS, Sellers are engaged in the business of developing, producing and selling certain products sold by Seller as set forth on Exhibit A and other DEET or MGK 326 products currently in development or previously developed, including but not limited to other primary formulations and components of DEET or MGK 326, and those DEET or MGK 326 products, primary formulations and components currently or previously produced and sold by the Seller (collectively, the "Products") in connection with the Business (as defined in Article VIII).

WHEREAS, Sellers desire to sell, convey and transfer to Buyer and Vertellus and Buyer and Vertellus desire to purchase from Sellers certain assets related to the Business on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

PURCHASE AND SALE OF ASSETS

1.1 Buyer Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing or as otherwise provided herein, Sellers shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all of Sellers' right, title and interest in and to the following assets (collectively, the "Buyer Assets") related to the Business:

1.1.1 the Products;

1.1.2 a list of all customers of each Seller who have purchased any Products from such Seller during the two fiscal years ending September 30, 2008, and 2009 and 2010 through the Closing Date, together with the related customer information set forth on Schedule 4.1.9 and a list of all sub-registrants for the Products;

1.1.3 to the extent assignable, all rights in, to and under the Acquired Contracts and all outstanding rights, obligations and/or commitments of the Sellers and any offers or solicitations made by or to Seller to enter into any Contract regarding the Products or the Assets;

- 1.1.4 to the extent assignable, all Licenses and Permits;
- 1.1.5 all Intangible Assets;
- 1.1.6 all Files and Records;
- 1.1.7 the Inventory, in accordance with the terms and conditions of Section 1.2;
- 1.1.8 MGK's seat on the EU DEET Issues Task Force;
- 1.1.9 MGK's seat on the DEET Issues Task Force; and
- 1.1.10 Technical information (including without limitation, engineering drawings, design calculations, operating procedures and process development data including process and equipment specifications and details, including those relating to distillation processes) describing the process used by Sellers in the manufacture of Products, including but not limited to any technical information that may be conveyed to Buyer by means of transitional assistance as described in Section 9.4 below and the process and technology for manufacturing MGK 326 whether held or maintained by Sellers or their toll manufacturer or any other manufacturer, including but not limited to all specifications on equipment and the process for distillation.

1.2 Vertellus Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing or as otherwise provided herein, Sellers shall sell, transfer, assign, convey, and deliver to Vertellus, and Vertellus shall purchase and acquire from Sellers, all of Sellers' right, title and interest in and to the following assets (collectively, the "Vertellus Assets" collectively with the "Buyer Assets" the "Assets") related to the Business:

- 1.2.1 all Intellectual Property Assets and goodwill related thereto, including, the Marks as set forth in Schedule 1.2.1.

Notwithstanding any provision of this Agreement to the contrary, the following Assets of Seller are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing: (a) any and all of Seller's rights to any of the following names: "Pyrocide," "MGK" and all other trademarks and trade names except for the Marks described in Schedule 1.1.4, (b) any of Sellers' toll-free and related telephone numbers and domain names and (c) any and all Environmental Protection Agency ("EPA") registrations and subregistrations except as otherwise specifically set forth in Exhibit A (collectively, the "Excluded Assets").

1.3 Purchase of Inventory.

- 1.3.1 In addition to the purchase and sale of the Assets, Sellers shall sell, transfer, assign, convey and deliver to Buyer and Buyer shall purchase and acquire from Sellers, all of Sellers' saleable finished goods inventory of the Products, intermediaries and raw materials set forth on Schedule 1.3.1(a) (the "Inventory") at the prices, which reflect the actual cost to Sellers, and on the terms set forth in this

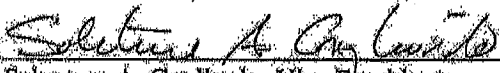
IN WITNESS WHEREOF, the parties hereto set forth their signatures on the day and year first above written.

"BUYER"

VERTELLUS HEALTH & SPECIALTY PRODUCTS
LLC

By: 
Name: Jeremy Steinfolk

VERTELLUS SPECIALTIES INC.

By: 
Salvatore A. Gagliardo, Vice President

"MGK"

MCLAUGHLIN GORMLEY KING COMPANY

By: _____
Name: _____
Title: _____

"MGK AP"

MGK ASIA PACIFIC LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto set forth their signatures on the day and year first above written.

"BUYER"

VERTELLUS HEALTH & SPECIALTY PRODUCTS
LLC

By: _____
Name: Jeremy Steinflak

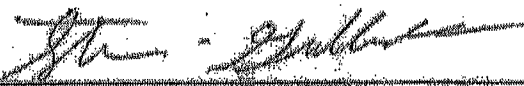
VERTELLUS SPECIALTIES INC.

By: _____
Salvatore A. Gagliardo, Vice President

"MGK"
MCLAUGHLIN GORMLEY KING COMPANY

By:  _____
Name: Steven M. Gullickson
Title: President and CEO

"MGK AP"
MGK ASIA PACIFIC LIMITED

By:  _____
Name: Steven M. Gullickson
Title: Director

Schedule 1.1.4

Registered Marks

Country	Registration No.	Mark	Goods & Services
United States	3,169,451	AQUAPEL	Insect Repellent
United States	3,014,121	AQUAPEL	Chemicals for use in the manufacture of insect repellents