

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/27/2008		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cohesant Inc.	FORMERLY CIPAR Inc.	02/27/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RLS Solutions Inc.		
Street Address:	13105 East 61st St.		
Internal Address:	Suite A		
City:	Broken Arrow		
State/Country:	OKLAHOMA		
Postal Code:	74012		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1962828	RAVEN	
CORRESPONDENCE DATA			
Fax Number:	(614)227-2100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6142272000		
Email:	rmorgan@porterwright.com		
Correspondent Name:	Robert J. Morgan		
Address Line 1:	41 South High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	4007510-181203		
NAME OF SUBMITTER:	Robert J. Morgan		

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**TRADEMARK
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Signature:	/Robert J. Morgan/
Date:	07/02/2010
Total Attachments: 4 source=CipartoRave#page1.tif source=CipartoRave#page2.tif source=CipartoRave#page3.tif source=CipartoRave#page4.tif	

INTER-COMPANY TRANSFER AGREEMENT

THIS INTER-COMPANY TRANSFER AGREEMENT (the "Agreement") dated as of February 27, 2008 (the "Transfer Date"), is by and between RLS SOLUTIONS INC., a Delaware corporation ("RLS") and CIPAR INC., a Delaware corporation ("CIPAR").

WITNESSETH:

WHEREAS, CIPAR desires to transfer, convey, assign and deliver to RLS certain of its assets, properties and rights relating to its operations under the Raven name, and further desires that RLS assume and pay in full all of the obligations and liabilities relating to the transferred assets.

WHEREAS, RLS has agreed to accept the foregoing transfer, conveyance, assignment and delivery and has agreed to assume and pay in full all of the aforementioned obligations and liabilities relating to the transferred assets subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1

Transfer of Asset

Section 1.1. Transfer to RLS. On the Transfer Date, CIPAR will contribute, transfer, convey, assign and deliver to RLS, all of CIPAR's right, title and interest in, to and under all of the assets, properties and rights of CIPAR relating to its Raven operations, including but not limited to its Certified Applicator network listed on schedule A hereto, its trade name and mark "RAVEN" (Fed. Serial No. 74570076, Reg. No. 1962828), the formulae for Raven Products, and certain receivables, equipment, inventory and other assets included on the balance sheet attached hereto as Exhibit B (collectively, the "Assets").

Section 1.2. Assumed Liabilities. At the Closing, RLS will assume and agrees to pay, perform and discharge when due all of the obligations and liabilities of CIPAR pertaining to the Assets, including, but not limited to all obligations of CIPAR under the Certified Applicators Agreements listed on Schedule A hereto.

ARTICLE 2

Closing

Section 2.1. Effective Time. The transfer under this Agreement is effective as of 12:01 a.m. on February 27, 2008. This Agreement shall constitute the written instruments of assignment to effect the transfer to RLS.

Section 2.2. Third-Party Consents. Anything in this Agreement to the contrary notwithstanding, in the event an assignment or purported assignment to RLS of any of the agreements, contracts or commitments of CIPAR (sometimes collectively referred to as a contract or the "contracts"), or any claim, right or benefit arising thereunder or resulting therefrom, without the consent of other parties thereto, would constitute a breach thereof or would not result in RLS receiving all of the rights of CIPAR thereunder, such contract shall be deemed not to have been assigned by CIPAR to RLS. In those circumstances, CIPAR will use its best efforts to obtain any such consent. If such consent is not obtained and required to effectively assign a contract to RLS, CIPAR will cooperate with RLS in any arrangement to provide RLS with the full claims, rights and benefits under any such contract, including enforcement at the cost and for the benefit of RLS of any and all right of CIPAR, as the case may be, against a third party thereto arising out of the breach or cancellation by such third party or otherwise, and any amount received by CIPAR in respect thereof shall be held for and paid over to RLS.

Section 2.3. Further Assurances. CIPAR will, from time to time, execute and deliver such other and further instruments of conveyance, assignment, transfer and consent as RLS may require for the most effectual conveyance and transfer of the Assets to RLS.

ARTICLE 3

Representations of RLS

CIPAR represents, warrants and agrees as follows:

Section 3.1. Execution and Validity of Agreement: Existence and Good Standing. CIPAR has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by CIPAR and the consummation by CIPAR of the transactions contemplated hereby have been duly authorized by all required action on behalf of CIPAR. This Agreement has been duly and validly executed and delivered by CIPAR and constitutes the legal, valid and binding obligation of CIPAR enforceable against it in accordance with its terms, subject to the qualifications that enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law). CIPAR is a corporation duly organized and validly existing and in good standing under the laws of the State of Delaware, with the full power and authority to own its property and to carry on its Business all as and in the places where such properties are now owned or operated.

Section 3.2. Books and Records. All accounts, books, ledgers and official and other records material to the business of CIPAR maintained by or on behalf of CIPAR of whatsoever

kind have been properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

Section 3.3. Consents. No order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by any governmental agency, commission, board or public authority, or any other person is required to authorize, or is required in connection with, the execution, delivery or performance by CIPAR of this Agreement, or any other agreement or instrument to be executed or delivered by CIPAR herewith. The consent or approval of the other contracting party to any Contract is not required for the transfer of the Assets to RLS and the consummation of the transactions contemplated herein.

ARTICLE 4

Miscellaneous

Section 4.1. Binding Effect. This Agreement shall be binding upon, and the benefit thereof shall inure to the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 4.2 Recitals. The recital contained at the beginning of this Agreement, shall be deemed an integral part of this Agreement and shall be incorporated herein by reference.

Section 4.3. Governing Law. This Agreement is made and entered into, and shall be governed by, and construed in accordance with, the laws of the State of Ohio.

Section 4.4. Entire Agreement. Except for other agreements or instruments executed by the parties hereto in connection herewith, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written.

Section 4.5. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 4.6. Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto and their respective successors and assigns as permitted under Section 4.1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

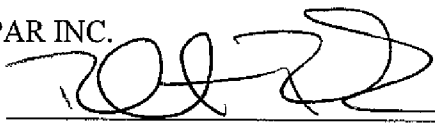
RLS SOLUTIONS INC.

By: 

Steve Goden, VP Admin.

CIPAR INC.

By:



Robert Pawlak, Secretary/Treasurer