

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
NitroFill, Inc.		08/31/2010	CORPORATION: FLORIDA
Purigen98, LLC		08/31/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	NitroFill, LLC		
Street Address:	111 Dunnell Road		
Internal Address:	c/o Crystal Ridge Partners Fund II, LLC		
City:	Maplewood		
State/Country:	NEW JERSEY		
Postal Code:	07040		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3217001	NITROFILL	
Registration Number:	3509462	TIM TIRE INFLATION MAINTENANCE	
Registration Number:	3279417	PURIGEN 98	
Registration Number:	3279407	PURIGEN 98	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		

CH \$115.00 3217001

ATTORNEY DOCKET NUMBER:	189,193-20
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	09/01/2010
Total Attachments: 4 source=Nitrofill#page1.tif source=Nitrofill#page2.tif source=Nitrofill#page3.tif source=Nitrofill#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into this 31st day of August, 2010 (the "Effective Date") among NitroFill, LLC, a Delaware limited liability company ("Assignee"), NitroFill, Inc., a Florida corporation and Purigen98, LLC, a Florida limited liability company (collectively, the "Assignors").

WHEREAS, this Trademark Assignment is being entered into in connection with the transactions contemplated by the Contribution and Sale Agreement (as amended, supplemented or restated from time to time, the "Contribution and Sale Agreement"), dated as of August 31, 2010, pursuant to which Assignors have agreed to irrevocably transfer and assign to Assignee all of their right, title and interest, in, to and under the trademarks appearing in the attached Schedule A (collectively, the "Trademarks");

WHEREAS, Assignors wish to hereby transfer and assign such rights, title and interest to Assignee and Assignee wishes to receive same.

NOW, THEREFORE,

1. In connection with the transactions contemplated by the Contribution and Sale Agreement, Assignors hereby assign, transfer and convey to Assignee, its successors and assigns, all of the Assignors' right, title and interest in and to the Trademarks and all of the goodwill of the business associated with the Trademarks.

2. Assignors agree to execute and deliver to Assignee, without further consideration, such instruments of transfer and other instruments as may reasonably be requested by, and prepared and provided by, Assignee and perform acts as is necessary in order to protect, secure, vest and record good and valid title to the Trademarks in Assignee, its successors, legal representatives and assigns.

3. This Trademark Assignment is subject to all the terms and conditions of the Contribution and Sale Agreement. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Contribution and Sale Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Contribution and Sale Agreement, the terms and conditions of the Contribution and Sale Agreement shall control.

4. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record Assignee as the assignee and owner of the Trademarks issued in the United States or issued or registered in any corresponding jurisdiction.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

ASSIGNEE:

NITROFILL, LLC

By: *DJH*
Name: _____
Title: _____

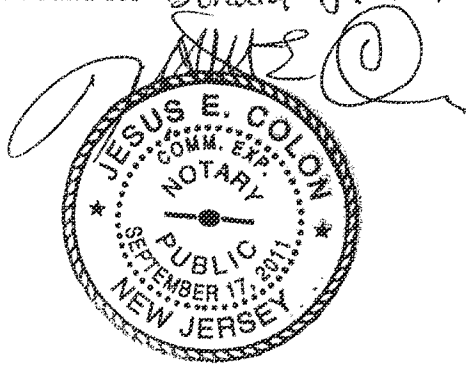
STATE OF New Jersey)
)
COUNTY OF Essex)

The foregoing instrument was acknowledged before me this 30 day of Aug, 2010,
by Donald J Hofmann of _____ on behalf of
Nitrofill LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for Donald J. Hofmann
[Signature]

My Commission Expires:
SEPT 17, 2011

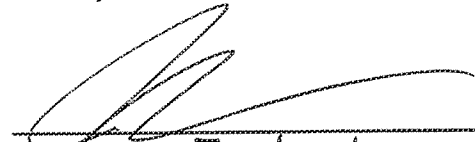


IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

ASSIGNORS:

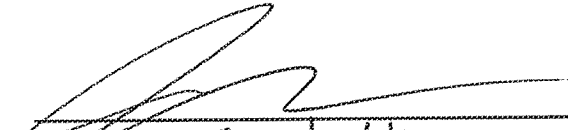
NITROFILL, INC.

By:


Name: Jay Lighter
Title: President

PURIGEN98, LLC

By:


Name: Jay Lighter
Title: President

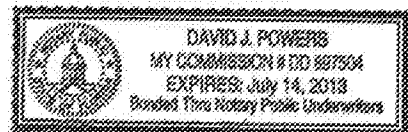
STATE OF FLORIDA)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 28th day of August, 2010,
by Jay Lighter, as President of and on behalf of
Assignors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for

My Commission Expires:

Schedule A

Trademarks Owned by NitroFill

Country	Name	Registration Number	Date Issued
US	NitroFill	3,217,001	13 March 2007
Canada	NitroFill	706,136	30 January 2008
US	TIM Tire Inflation Maintenance	3,509,462	30 September 2008

Trademarks Owned by Purigen

Country	Name	Registration Number	Date Issued
US	Purigen98	3,279,417 3,279,407	14 August 2007