

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
Clean Burn, Inc.		11/12/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CB Acquisition, LLC		
Street Address:	4109 Capital Circle Drive		
City:	Janesville		
State/Country:	WISCONSIN		
Postal Code:	53546		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2665643	CLEAN BURN	
Registration Number:	2715083	CLEAN BURN	
Registration Number:	3539746	CLEAN BURN	
Registration Number:	3542895	CLEAN BURN	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Michele Dietz		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 1800		
Address Line 4:	MILWAUKEE, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	LSM		
NAME OF SUBMITTER:	Michele Dietz		

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TRADEMARK
REEL: 004416 FRAME: 0094

Signature:	/mld/
Date:	11/16/2010
Total Attachments: 5 source=Clean Burn Trademark Assignment#page1.tif source=Clean Burn Trademark Assignment#page2.tif source=Clean Burn Trademark Assignment#page3.tif source=Clean Burn Trademark Assignment#page4.tif source=Clean Burn Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of November 12, 2010 between CLEAN BURN, INC., a Pennsylvania corporation ("Assignor"), and CB ACQUISITION, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), by and among Assignee, Assignor and Christopher DeMuth, in his capacity as Shareholders' Agent, Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below) listed on the attached Appendix A.
- B. Assignor is the owner of the Assigned Trademarks.
- C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignors' rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.
3. Subject to Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein. In the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) Assignor shall provide

Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

6. Governing Law. This Assignment shall be governed by the laws of the state of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

7. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

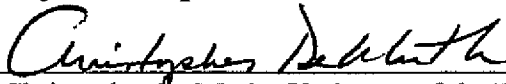
[remainder of page intentionally left blank; signatures on next page]

[Signature page to Trademark Assignment Agreement.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

CLEAN BURN, INC.,
a Pennsylvania corporation

By: 
Christopher DeMuth, Chairman of the Board

ASSIGNEE:

CB ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Barry A. Brandt, Chief Executive Officer

[Signature page to Trademark Assignment Agreement.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.


ASSIGNOR:

CLEAN BURN, INC.,
a Pennsylvania corporation

By: _____
Christopher DeMuth, Chairman of the Board

ASSIGNEE:

CB ACQUISITION, LLC,
a Delaware limited liability company

By: 
Barry A. Brandt, Chief Executive Officer

APPENDIX A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Application No.	Reg. No.	Filing Date	Reg. Date
CLEAN BURN LOGO (OLD VERSION) (BLACK AND WHITE)	United States	76/262,919	2665643	5/29/2001	12/24/2002
CLEAN BURN (WORD MARK)	United States	76/262,918	2715083	5/29/2001	05/13/2003
CLEAN BURN LOGO (NEW VERSION) (COLOR)	United States	77/390,980	3539746	2/7/2008	12/02/2008
CLEAN BURN LOGO (NEW VERSION) (BLACK AND WHITE)	United States	77/390,956	3542895	2/7/2008	12/09/2008