

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
Starquartz Industries, Inc.		01/10/2011	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	UGT Manufacturing, LLC		
Street Address:	1300 Russell Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21230		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3435832	STAR CLEAN	
Registration Number:	3535152	STAR CURE	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-979-1255		
Email:	swapicelli@duanemorris.com		
Correspondent Name:	Samuel W. Apicelli		
Address Line 1:	30 S. 17th Street		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	F5259-00001		
NAME OF SUBMITTER:	Samuel W. Apicelli		
Signature:	/Samuel W. Apicelli/		

CH \$65.00 3435832

Date:

01/20/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, STARQUARTZ INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Maryland and presently having a principal place of business at 1300 Russell Street, Baltimore, Maryland 21230 (hereinafter referred to as Assignor) is the owner of the entire right, title and interest in and to the following trademarks and the U.S. registrations thereof:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
Star Clean	3,435,832	May 27, 2008
Star Cure	3,535,152	November 18, 2008

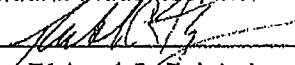
WHEREAS, UGT MANUFACTURING, LLC, a limited liability company organized and existing under the laws of the State of Maryland and having a principal place of business at 1300 Russell Street, Baltimore, Maryland 21230 (hereinafter referred to as Assignee) has acquired the entire right, title and interest in and to said trademarks and registrations and the assets of the business and the good will of the business in connection with which the aforesaid trademarks have been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to complete or confirm such acquisition by Assignee;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration the receipt and adequacy of which is hereby freely acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said trademarks and registrations, together with the business and the good will of the business in connection with which the said trademarks and registrations have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized corporate officer and its corporate seal to be hereunto affixed all effective this 10 day of January, 2011.

StarQuartz Industries, Inc.

By: 

Name: Richard C. Faint, Jr.

Title: Chief Executive Officer

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