

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
The Townsend Corporation	FORMERLY Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	07/11/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Townsend Chemical, LLC		
Street Address:	101 South Main Street		
City:	Parker City		
State/Country:	INDIANA		
Postal Code:	47368		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3161809	SURF AX 100	
Registration Number:	3161810	ULTRA SURF 1000	
Registration Number:	3415704	TANK KLEEN 414	
Registration Number:	3438230	ROUX SOFT 417 FC	
Registration Number:	3451273	TRAIL-PAK	
CORRESPONDENCE DATA			
Fax Number:	(765)468-1518		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7654681418		
Email:	mcoon@thetownsendcorp.com		
Correspondent Name:	Michelle Molin Coon		
Address Line 1:	101 South Main Street		
Address Line 4:	Parker City, INDIANA 47368		
NAME OF SUBMITTER:	Michelle Molin Coon		

OP \$140.00 3161809

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TRADEMARK
REEL: 004580 FRAME: 0160

Signature:	/Michelle Molin Coon/
Date:	07/12/2011
Total Attachments: 4 source=IP Assignment Agreement (executed 07-11-2011)#page1.tif source=IP Assignment Agreement (executed 07-11-2011)#page2.tif source=IP Assignment Agreement (executed 07-11-2011)#page3.tif source=IP Assignment Agreement (executed 07-11-2011)#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of July 11, 2011 (the "Effective Date"), by and between Townsend Chemical, LLC, an Indiana limited liability company ("Assignee") and Townsend Chemical Division, a division of The Townsend Corporation formally Townsend Tree Service Co. Inc., an Indiana corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of July 7, 2011, by and among Assignee, Assignor and others (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks and Assignee is desirous of acquiring such trademarks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark Application. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademark(s) set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and

all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

THE TOWNSEND CORPORATION

By: *Phillip E. Chambers*

Print: Phillip E. Chambers

Title: President + COO

ASSIGNEE:

TOWNSEND CHEMICAL, LLC

By: *Phillip E. Chambers*

Print: Phillip E. Chambers

Title: President + COO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF INDIANA)
COUNTY OF RANDOLPH) ss:

On this 11th day of July, 2011, there appeared before me Phillip E. Chambers, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Beth A. Henry
Signed

BETH A. HENRY
Printed

My Commission Expires My Commission Expires
SEAL
County of Residence AWARD
ARY PUBLIC, STATE OF INDIANA

[Signature Page to Trademark Assignment]

Schedule A

TRADEMARK APPLICATION

Property	Applicant	Application Date	Status
"SURF AX 100" U.S. Reg. No. 3,161,809	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	April 16, 2005	Published August 8, 2006; Formal Certificate Issued October 24, 2006
"ULTRA SURF 1000" U.S. Reg. No. 3,161,810	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	April 16, 2005	Published August 8, 2006; Formal Certificate Issued October 24, 2006
"TANK KLEEN 414" U.S. Reg. No. 3,415,704	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 12, 2005	Published September 26, 2006; Formal Certificate issued April 22, 2008
"ROUX SOFT 417 FC" U.S. Reg. No. 3,438,230	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 7, 2006	Published July 10, 2007; Registered May 27, 2008
"TRAIL-PAK" U.S. Reg. No. 3,451,273	Townsend Chemical Division, a division of Townsend Tree Service Co., Inc.	June 7, 2006	Published August 7, 2007; Formal Certificate Issued June 17, 2008