

**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
DRYTEK Flooring Solutions, LLC		05/08/2008	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	SBS PRODUCT TECHNOLOGIES LLC		
Street Address:	38 HARBOR PARK DRIVE		
City:	PORT WASHINGTON		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3467238	SUPERCAP	
CORRESPONDENCE DATA			
Fax Number:	(516)365-9805		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516/365-9802		
Email:	akaplan@collardroe.com		
Correspondent Name:	Aimee L. Kaplan & Stewart J. Bellus		
Address Line 1:	1077 Northern Blvd.		
Address Line 4:	Roslyn, NEW YORK 11576		
ATTORNEY DOCKET NUMBER:	JT 180567		
NAME OF SUBMITTER:	Aimee L. Kaplan		
Signature:	/alk/		
Date:	08/15/2011		
Total Attachments: 2 source=law@collardroe.com_20110815_150000#page1.tif source=law@collardroe.com_20110815_150000#page2.tif			

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**SUPERCAP CONCENTRATE INTELLECTUAL PROPERTY TRANSFER  
AGREEMENT**

THIS SUPERCAP CONCENTRATE INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is entered into as of the 8th day of May, 2008 (the "Effective Date") between DRYTEK FLOORING SOLUTIONS, LLC ("Drytek"), a New Hampshire limited liability company, and SBS PRODUCT TECHNOLOGIES LLC ("Newco"), a New York limited liability company (each sometimes referred to herein as "Party" and collectively, as the "Parties").

WHEREAS, Drytek desires to transfer to Newco certain intellectual property of Drytek in exchange for the release of certain debt owed by Drytek to SBS and such other rights described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein the Parties agree as follows:

1. Intellectual Property Transfer. Upon the execution of this Agreement by the Parties Drytek transfers to Newco the formulation for Drytek's 5000C SUPERCAP and 5200C SUPERCAP products (the "Product"). The Parties acknowledge that upon the execution of this Agreement by the Parties Newco owns the Product formulas and such other intellectual property relating to the Product owned by Drytek including all improvements and developments relating to the Product. Drytek agrees to cooperate with Newco in order to facilitate the transfer of the formulation to Newco.
2. Nondisclosure of Formulation. Except as otherwise provided herein, Drytek agrees not to disclose the formulation for the Product to any person or entity without the prior written consent of Newco. The Parties acknowledge that the formulation has previously been disclosed to Bonded Materials Company and Conproco Corp.
3. License to the Trademark "Supercap" and "Drytek". Drytek hereby agrees to transfer and/or assign to Newco the "Supercap" trademark (United States Patent and Trademark Office serial number 77336374). Newco hereby agrees to grant to Drytek a limited license to use the "Supercap" trademark pursuant to the terms set forth in the Trademark License Agreement attached hereto as Exhibit A. In addition, Drytek agrees to grant to Newco a limited license to use the "Drytek" trademark pursuant to the terms set forth in the Trademark License Agreement attached hereto as Exhibit B.
4. Exclusive. Drytek agrees that it will not sell any Concentrate Products (as defined herein) to any person or entity other than Newco, without the prior written consent of Newco. The restriction set forth in the preceding sentence shall terminate upon (i) the termination of the Manufacturing Agreement between the Parties of even date herewith, (ii) or upon the occurrence of a Change of Control Event (as defined in the Manufacturing Agreement). For purposes of this Agreement, "Concentrate Products" shall mean any self-leveling cement-based flooring underlayment product that are produced and sold by Drytek in an "unsanded" cementitious state, and require the addition of aggregate prior to use. Notwithstanding any other term of this Agreement,

this Agreement shall in no way limit or restrict Drytek's ability to manufacture or sell products other than Concentrate Products, including any Supercap product that is preblended to include aggregate.

5. Forgiveness of Debt. The Parties agree that upon the execution of this Agreement, Newco will deliver from SBS, Inc. a satisfaction and release of debt in the form set forth in Exhibit C hereto in which SBS, Inc. shall forgive all current amounts owed from Drytek to SBS, Inc. under the Amended Agreement, which amount is \$415,343.81.

6. Headings. The headings of the sections of this Agreement are for convenience only and do not constitute a part of this Agreement and will become effective when one or more counterparts have been signed by each party and delivered to the other party. A facsimile signature page will be deemed an original.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8. Governing Law. This License Agreement shall be governed and construed in accordance with the laws of the State of New York.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter of this Agreement, provided, however that the Amendment Agreement shall only be amended to the extent expressly provided in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Witness


Witness

DRYTEK FLOORING  
SOLUTIONS, LLC

  
Terry Cotton, President

SBS PRODUCT TECHNOLOGIES LLC

By:

  
Name: Stephen P. Cotton  
Title: President