

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
Purfresh, Inc.		08/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tessengerlo Kerley, Inc.		
Street Address:	2255 N. 44th Street		
Internal Address:	Suite 300		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85008		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3648622	PURSHADE	
Registration Number:	3655811	PURSHADE O	
Registration Number:	3970878	SOMBRERO	
Serial Number:	77516766	REFLECT	
CORRESPONDENCE DATA			
Fax Number:	(602)916-5517		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-916-5317		
Email:	ip@fclaw.com		
Correspondent Name:	Susan Stone Rosenfield		
Address Line 1:	3003 N. Central Avenue		
Address Line 2:	Suite 2600		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	053078.0785		

CH \$115.00 3648622

900201120

**TRADEMARK
 REEL: 004614 FRAME: 0828**

NAME OF SUBMITTER:	Susan Stone Rosenfield
Signature:	/Susan Stone Rosenfield/
Date:	08/31/2011
Total Attachments: 5 source=Purfresh TM Assignment#page1.tif source=Purfresh TM Assignment#page2.tif source=Purfresh TM Assignment#page3.tif source=Purfresh TM Assignment#page4.tif source=Purfresh TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 22nd day of August, 2011, by and between Purfresh, Inc., a Delaware corporation, a Delaware corporation ("Seller") and Tessengerlo Kerley, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase and Sale Agreement dated as of the date hereof (the "APSA") (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the APSA), pursuant to which Seller sold to Buyer, and Buyer purchased from Seller, the Purchased Assets;

WHEREAS, in connection with the transactions contemplated by the APSA, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Transferred Trademarks; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to Section 5.2 of the APSA.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Transferred Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for damages and other remedies in respect of future infringement thereof, and the goodwill attached to and/or symbolized thereby.

(b) Seller shall take all actions and execute all documents reasonably requested by Buyer to record and perfect the interest of Buyer in and to the Transferred Trademarks. Such documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Buyer a list of the agents used by country and status of the current Transferred Trademarks (docket report).

ARTICLE 2. FILE TRANSFER

Within ten (10) business days of the date hereof, Seller will transfer physical possession of its files to the extent relating to the Transferred Trademarks to Buyer at a location reasonably requested by Buyer. After the date hereof, Seller shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Seller will provide reasonable information and cooperation relating to the Transferred Trademarks in

the manner reasonably requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions, etc.

ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

As of the date hereof, except as permitted under the other Transaction Documents or as otherwise agreed by Buyer, Seller will permanently cease all use of the Transferred Trademarks and Seller shall not file new trademark applications for the Transferred Trademarks.

ARTICLE 4. GOVERNING LAW; VENUE

This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and the parties irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding for preliminary and permanent injunctive relief or other equitable relief arising out of this Assignment shall be brought in the U.S. District Court for the District of Delaware; (ii) consent to the exclusive jurisdiction of such court in any such suit, action or proceeding; (iii) submit themselves to the personal jurisdiction of such court; (iv) waive any objection each may have to the laying of venue of any such suit, action or proceeding in such court; (v) agree that a successful party shall be entitled to an award of its reasonable expenses, including court costs, expert witness fees, attorneys' fees and costs, in any such proceeding brought by or against a party pursuant to this Assignment; and (vi) consent to the court's service of any process, pleadings, notices or other papers upon it by registered mail, return receipt requested, at the address set forth in Section 7.2 of the APSA.

ARTICLE 5. MISCELLANEOUS

(a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the APSA and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

(d) Each party to this Assignment will bear its respective expenses incurred in connection with the preparation, execution and performance of this Assignment, including all fees and expenses of agents, representatives, counsel and accountants. All out-of-pocket expenses associated with recording assignments, including all legalization and notarization costs, shall be borne by Buyer.

[signature page follows]

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

Purfresh, Inc.

Tessengerlo Kerley, Inc.

By (Signature) _____

By (Signature) _____

Name (Printed) _____

Name (Printed) _____

Title _____

Title _____

David Cope
President and CEO

By (Signature) _____

Name (Printed) _____

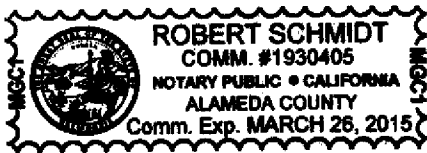
Title _____

STATE OF CALIFORNIA)

) :ss _____

COUNTY OF ALAMEDA)

The foregoing instrument was acknowledged before me this 22 day of August, 2011, by DAVID COPE of **PURFRESH, INC.**, as his act and deed, and the free act and deed of said company.



[Signature]

Notary Public

My commission expires: MARCH 26, 2015

STATE OF ARIZONA)

) :ss _____

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ of **TESSENDERLO KERLEY, INC.**, as his act and deed, and the free act and deed of said company.

Notary Public

My commission expires:

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

Purfresh, Inc.

Tessengerlo Kerley, Inc.

By (Signature) _____

By (Signature) _____

Name (Printed) _____

Name (Printed) _____

Title _____

Title _____

By (Signature) *Larry Tryon*

Name (Printed) LARRY TRYON

Title CHIEF FINANCIAL OFFICER

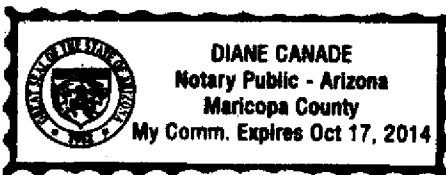
STATE OF CALIFORNIA)
) :ss _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ of PURFRESH, INC., as his act and deed, and the free act and deed of said company.

Notary Public
My commission expires:

STATE OF ARIZONA)
) :ss _____
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2011, by LARRY TRYON of TESSENDERLO KERLEY, INC., as his act and deed, and the free act and deed of said company.



Diane Canade

Notary Public
My commission expires: 10/17/2014

Schedule A

Purfresh Trademarks										
Master Status Report										
16-Jun-11										
MARKS:	Purshada	Purshada-O	Parasol	Sunshade	Sombrero	Eclipse	Reflect			
CLASS:	1	1	1	1	1	1	1			
United States	3,648,522	3,655,811	Allowed - will need to prove use	Allowed - will need to prove use	3,970,878		4,006,512			
Argentina	2,293,360					In process			Allowed =	stage of process
Australia	1243449									
Austria	248,832									
Brazil	In process									
Canada	In process									
Chile	847,592									
China										
Columbia	412155									
Costa Rica	196407									
Dominican Republic	172706									
Ecuador	In process									
Egypt	In process									
European Comm ⁿ	009017922									
Germany	302008050183									
Guatemala	172,700									
Honduras	114514									
India	In process									
Indonesia										
Israel	222,659									
Italy	See CTM									
Japan	5350812					5350813				
Kenya	68490									
Korea	0826831									
Malaysia										
Mexico	1082799									
New Zealand	786538									
Nicaragua	In process									
Nigeria	In process									
Panama	190214-03									
Peru	145247									
Philippines	4-2010-009429									
Singapore										
South Africa	In process									
Spain	2941099									
Switzerland	576,636									
Taiwan	1415861									
Tanzania	In process									
Thailand	TM333425									
Turkey	2008 41925									

Eur Comm cover 27 countries - Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK

Legend for Classes:
 Class 1 = ag chem products
 Class 9 = Sensing systems & Transport
 Class 11 = ozone generators
 Class 40 = Engineering services
 Class 42 = informatics / Intelligipur

Unregistered Trademark: Advanced Reflectance Technology™

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RECORDED: 08/31/2011

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