

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
McLaughlin Gormley King Company		08/05/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Chem-Tech, Ltd.		
Street Address:	4515 Fleur Drive Suite 303		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50321		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3160475	TURBOCID	
Registration Number:	1902342	TURBOCID GOLD	
Registration Number:	3166340	TURBOCID GOLD	
Registration Number:	1396389	TURBOCID	
CORRESPONDENCE DATA			
Fax Number:	(515)242-2488		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	515-242-2428		
Email:	rjohnson@brownwinick.com		
Correspondent Name:	BrownWinick Law Firm		
Address Line 1:	666 Grand Ave. - Suite 2000		
Address Line 2:	Ruan Center		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	15207/0001		

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**TRADEMARK
 REEL: 004617 FRAME: 0725**

NAME OF SUBMITTER:	G. Brian Pingel
Signature:	/G. Brian Pingel/
Date:	09/06/2011
Total Attachments: 4 source=ChemTech#page1.tif source=ChemTech#page2.tif source=ChemTech#page3.tif source=ChemTech#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of August 5, 2011 between McLaughlin Gormley King Company, a Minnesota corporation with its office at 8810 Tenth Avenue North, Golden Valley, Minnesota 55427 (the "Assignor") and Chem-Tech, Ltd., an Iowa corporation with its office at 4515 Fleur Drive, Suite 303, Des Moines, Iowa 50321 (the "Assignee").

Recitals

- A. The Assignor owns all right, title, and interest in and to certain trademarks registered in the United States and Canada for TURBOCID and TURBOCID GOLD, as described on Exhibit A attached hereto (the "Marks").
- B. The Assignee and the Assignor have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), and in connection therewith, Assignee desires to acquire the Assignor's entire right, title and interest in the Marks.

Agreement

In consideration of the foregoing recitals, which are incorporated herein by reference, the promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the terms set forth in the Purchase Agreement, the Assignor hereby assigns all right, title, interest and goodwill in and to the Marks to Assignee, including without limitation all rights of priority as may now or hereafter be granted by law, treaty, or other international convention and all rights, interests, claims, and demands recoverable in law or in equity that the Assignor has or may have in profits and damages for past, present, and future infringements and misappropriations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages.
2. The Assignor agrees not to use, register, or attempt to register, in the United States or its territories, any trademark, service mark, domain name, trade name or company name identical to or confusingly similar with the Marks. The Assignor further agrees not to contest or challenge, in the United States or any territory therein, Assignee's use, registration, or application for registration of the Marks or any similar trademark or service mark.
3. Each of the parties hereto acknowledges (a) that it has had the opportunity to consult with independent counsel of its choice throughout all negotiations that preceded execution of this Agreement, and (b) that it fully understands the terms and conditions of this Agreement.
4. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, employees, attorneys, agents, representatives, affiliates, subsidiaries, shareholders, predecessors, successors, heirs and assigns.
5. The Assignor will not take any action that conflicts with the terms of this Agreement.

Without further or additional consideration, the Assignor will execute such other instruments and take such other actions as Assignee may reasonably request to confirm or perfect the assignment of all right, title, and interest in the Marks to Assignee, and will render all necessary assistance in making application for registration of the Marks in the United States and to enforce any rights in connection with the Marks.


6. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Minnesota, without regard to its principles of conflicts of laws.
7. This Agreement, together with the Purchase Agreement and attachments thereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
8. If any provision of this Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable; provided, however, that if the provision or provisions so held to be invalid are, in the reasonable judgment of the parties hereto, so fundamental to the intent of the parties hereto and the operation of this Agreement that the enforcement of the other provisions hereof, in the absence of such invalid provision or provisions, would damage irreparably the intent of the parties in entering into this Agreement, the parties hereto shall: (a) terminate this Agreement, or (b) amend or otherwise modify this Agreement so as to carry out the intent and purposes hereof and the transactions contemplated hereby.
9. No waiver by a party of any condition in whole or in part shall operate as a waiver of any other condition, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document duly executed by the party to be bound thereby.
10. Except as otherwise provided in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.
11. This Agreement may be executed in any number of counterparts or by facsimile or other electronic means, each of which shall be deemed an original instrument and all of which together shall be deemed the same instrument.

[Signature page follows]

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

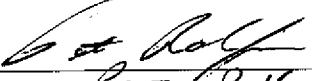
ASSIGNOR:

McLaughlin Gormley King Company

By: 
Name: Edna M. Gormley King
Its: President

ASSIGNEE:

Chem-Tech, Ltd.

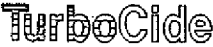
By: 
Name: Gas Rolfo
Its: President

[Signature page to Trademark Assignment Agreement.]

EXHIBIT A

Trademarks

U.S. Trademarks:

MARK	REGISTRATION NUMBER
TURBOCIDE	3160475
TURBOCIDE GOLD	1902342
TURBOCIDE GOLD	3166340
	1396389

Foreign Trademarks:

COUNTRY	MARK	SERIAL NUMBER
Canada	TURBOCIDE	1,265,324
Canada	TURBOCIDE GOLD	1,265,326