

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unarco LLC		04/26/1999	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Unarco Acquisition Corp.		
<b>Street Address:</b>	1013 Centre Road		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805-1297		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74139207	UNARCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-7516		
<b>Phone:</b>	312-368-4000		
<b>Email:</b>	ch.tm@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Nicole Chaudhari		
<b>Address Line 1:</b>	P. O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	264133-002001		
<b>NAME OF SUBMITTER:</b>	Nicole Chaudhari		
<b>Signature:</b>	/Nicole Chaudhari/		

CH \$40.00 74139207

**900204787**

**TRADEMARK  
 REEL: 004642 FRAME: 0895**

Date:

10/17/2011

Total Attachments: 4

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of the 26<sup>th</sup> day of April, 1999, at 2:45 p.m. C.D.T., by and between UNARCO LLC, Debtor in Possession, a Georgia limited liability company ("UNARCO") and UNARCO Acquisition Corp., a Delaware corporation ("Purchaser").

WITNESSETH:

**REDACTED**

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REEL: 004642 FRAME: 0897

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UNARCO and Purchaser hereby agree as follows:

1. Sale and Purchase of Assets. UNARCO hereby sells, conveys, grants, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires, assumes and accepts from UNARCO, as of the "Closing Date" (hereinafter defined), substantially all of the personal assets, properties, rights, powers and privileges of UNARCO tangible and intangible, whether or not written-off, expensed or fully depreciated, used, useable or useful in or in conjunction with the operation of the Business, as more specifically set forth below (the "Assets"), except for the Excluded Assets (as defined in Section 2), free and clear of any and all Liens:

**REDACTED**

(f) all of UNARCO's right, title and interest in and to all United States and foreign intellectual property used or usable by UNARCO in the operation of the Business, to the extent transferable, whether acquired or used by UNARCO as owner, inventor, employer of an inventor, licensor, licensee or otherwise, or developed by UNARCO or its agents or employees in connection with the operation of the Business, including, without limitation, all United States and

foreign patents, pending patent applications and any patents issuing therefrom, patent licenses, United States and foreign registered and common law trademarks, service marks and trademark and service mark applications, and all goodwill associated with such trademarks, service marks and trademark and service mark applications, corporation names, trade names, assumed names and all registrations and applications therefor, including the name "UNARCO", United States and foreign copyrights and copyright applications, slogans, technical information, inventions, manufacturing processes and techniques, designs, drawings, research, other know-how, confidential information, trade secrets, and other similar intangible property and rights of UNARCO used in conjunction with the operation of the Business (collectively, "Intellectual Property");

**REDACTED**

APR 26 1999 10:42 T 091 201 200 20:00 FAX 7000 TO 77 1928 P.01/01  
4-26-1999 11:01AM FROM FRANK CHAMBERLAIN 004 467 4964  
4-26-99: 4:24 :MOON, SCHWAB, WALDO 1:00 3:00 1:00 0 2/ 2

REDACTED

IN WITNESS WHEREOF, UNARCO and Purchaser have each duly executed this Agreement as of the date first set forth above.

UNARCO LLC, Debtor  
and Debtor In Possession  
By: Frank Chamberlain  
Title: CHIEF FINANCIAL OFFICER

UNARCO ACQUISITION CORP.  
By: Richard White  
Title: Executive Vice President

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