

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACS Technologies, Inc.		12/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Amistco Separation Products, Inc.		
Street Address:	23147 W Highway 6		
City:	Alvin		
State/Country:	TEXAS		
Postal Code:	77511		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2800123	MULTIPOCKET	
Registration Number:	0805176	MISTERMESH	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11576-7 DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
Signature:	/Donna Gasiorowski/		

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TRADEMARK

Date:

01/24/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 21st day of December, 2011 ("Effective Date") by and between ACS Technologies, Inc., a Delaware corporation, with its principal office at 300 Delaware Avenue, Suite 535, Wilmington, Delaware 19801 ("Assignor"), and Amistco Separation Products, Inc., a Texas corporation, with its principal office at 23147 W Highway 6, Alvin, TX 77511 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 17, 2011, ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to the Business as defined in the Purchase Agreement;

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all reasonable further actions, and shall provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal


of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (iii) obtaining by Assignee any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Except where the Agreement specifies otherwise, Assignee shall pay for all of Assignor's expenses incurred in connection with providing such cooperation and assistance.

\* \* \* \* \*

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ACS Technologies, Inc.

Amistco Separation Products, Inc.

By: 

By: \_\_\_\_\_

Name: Steven N. Buckler

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ACS Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Amistco Separation Products, Inc.

By: 

Name: H. Josel Merrill

Title: Vice President and  
Treasurer

*Signature Page to Trademark Assignment - ACS Technologies, Inc.*

**SCHEDULE A**

**U. S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTERED</b>
MULTIPOCKET	2800123	Dec. 30, 2003
MISTERMESH	0805176	Mar. 8, 1966