

## 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
	Earth Chem, Inc.		02/07/2012	CORPORATION: IDAHO
	J. Kevin Loucks		02/07/2012	INDIVIDUAL: UNITED STATES
	Diana Loucks		02/07/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	Henwil Corporation			
Street Address:	1340 Brighton Road			
City:	Beaver			
State/Country:	PENNSYLVANIA			
Postal Code:	15009			
Entity Type:	CORPORATION: PENNSYLVANIA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	2747352	SOILPAM	
	Registration Number:	3100482	TRACK SACK	
CORRESPONDENCE DATA				
Fax Number:	(412)918-1199			
Phone:	4			
Email:	pboss@metzlewis.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:	James Cunningham, Metz Lewis LLC			
Address Line 1:	11 Stanwix Street, 18th Floor			
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222			
ATTORNEY DOCKET NUMBER:	5205/001			
NAME OF SUBMITTER:	James Cunningham			

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Signature:	/James Cunningham/
Date:	02/22/2012
Total Attachments: 7 source=IP Assignment - Earth Chem#page1.tif source=IP Assignment - Earth Chem#page2.tif source=IP Assignment - Earth Chem#page3.tif source=IP Assignment - Earth Chem#page4.tif source=IP Assignment - Earth Chem#page5.tif source=IP Assignment - Earth Chem#page6.tif source=IP Assignment - Earth Chem#page7.tif	

## INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of February 7, 2012 by and among:

EARTH CHEM, INC., an Idaho corporation and J. KEVIN LOUCKS and DIANA LOUCKS, the sole shareholders thereof (collectively the "Assignor"), and HENWIL CORPORATION, a Pennsylvania close corporation (hereafter "Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") providing for the sale by Assignor to Assignee of certain of the assets of Assignor. Capitalized terms used herein but not defined shall have the meanings given such terms in Asset Purchase Agreement; and

WHEREAS, Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto; trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule B, hereto; copyright and other rights in the works identified or otherwise illustrated in Schedule C, hereto; and certain miscellaneous business identifiers identified in Schedule D, hereto (the "Intellectual Property"). Assignor may also own certain tangible representations or embodiments which contain or incorporate the Intellectual Property, including, but not limited to, printed material, recordings, graphic or three dimensional works (the "Materials"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property and any associated Materials, and this Assignment is given in furtherance of the transaction contemplated under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedules A-D and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how; and trademarks, service marks, trade dress, slogans, logos and other indicators of origin associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedules A-D together with all goodwill of Assignor associated with the business symbolized by any of said marks, any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; any trademark or service mark registrations or applications therefor; and any copyright registrations or applications therefor; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedules A-D and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Subject to any limitations set forth in the Asset Purchase Agreement, Assignor represents that with respect to the Intellectual Property identified in Schedules A-D, it has sole, exclusive, valid and unencumbered title to the Intellectual Property and will convey title that is clear of any liens, mortgages,

security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any copyrights, trademarks, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

**ASSIGNORS:**

EARTH CHEM, INC.

By: J. Kevin Loucks  
J. Kevin Loucks, President

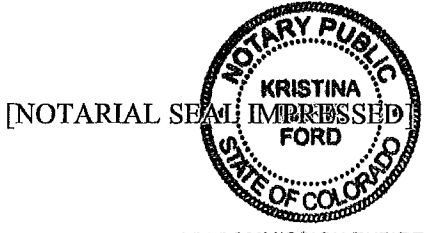
J. Kevin Loucks  
J. Kevin Loucks

Diana Loucks  
Diana Loucks

STATE OF Colorado :  
 :  
 : ss.  
COUNTY OF Larimer :

On this 7<sup>th</sup> day of February, 2012, before me, a Notary Public, the undersigned officer, personally appeared J. Kevin Loucks, who acknowledged himself to be the President of Earth Chem, Inc., an Idaho corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Earth Chem, Inc..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kristina Marie Ford  
Notary Public

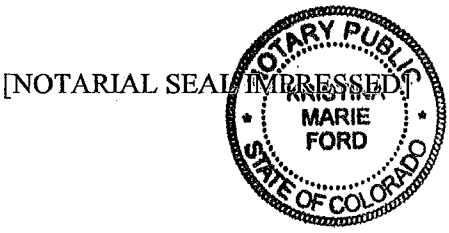
MY COMMISSION EXPIRES:  
August 6, 2013

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STATE OF Colorado :  
 :  
 : ss.  
COUNTY OF Larimer :

On this 7<sup>th</sup> day of February, 2012, before me, a Notary Public, the undersigned officer, personally appeared J. Kevin Loucks and Diana Loucks, who acknowledged themselves to be the persons identified as assignors in the foregoing Intellectual Property and Technology Assignment, and declared that they duly executed such document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kristina Marie Ford  
Notary Public

MY COMMISSION EXPIRES:  
August 6, 2013