

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
Donovan Industries		02/28/2012	CORPORATION: FLORIDA
ANS Logistics Georgia, LLC		02/28/2012	LIMITED LIABILITY COMPANY: GEORGIA
ANS Logistics, LLC		02/28/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
Misty Development, LLC		02/28/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Dukal Corporation
Street Address:	2 Fleetwood Court
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3514601	POCKET BATH
Registration Number:	4002598	DONOVAN
Registration Number:	3878360	WAFFLEWEB
Registration Number:	2769938	ULTRA LF
Registration Number:	3433739	DAWNMIST
Registration Number:	3379981	DAWNMIST
Registration Number:	3566303	REDI+ WASH
Registration Number:	3379977	REDI+WASH

CORRESPONDENCE DATA

Fax Number: 4075409532

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: dcipmail@gtlaw.com

Correspondent Name: Greenberg Traurig PA

Address Line 1: 450 S. Orange Avenue

Address Line 2: Suite 650

Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	122262.010200
NAME OF SUBMITTER:	Catherine M. Updegraff
Signature:	/Catherine M. Updegraff/
Date:	08/23/2012

Total Attachments: 6

source=IP_Assignment#page1.tif

source=IP_Assignment#page2.tif

source=IP_Assignment#page3.tif

source=IP_Assignment#page4.tif

source=IP_Assignment#page5.tif

source=IP_Assignment#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is effective as of February __, 2012 by and between Donovan Industries, a Florida corporation ("DI"), ANS Logistics Georgia, LLC, a Georgia limited liability company ("ANSGA"), ANS Logistics, LLC, a California limited liability company ("ANSW"), and Misty Development, LLC, a Florida limited liability company ("MD", and, collectively, with DI, ANSGA and ANSW, "Assignor"), jointly and severally, and Dukal Corporation, a New York corporation ("Assignee"). The Assignor and the Assignee are sometimes collectively referred to hereinafter as the "Parties" and individually referred to hereinafter as a "Party."

WHEREAS, Assignor has entered into a certain Asset Purchase Agreement dated February ____, 2012 with Assignee (the "Agreement") and desires to assign various intellectual property rights described herein pursuant to the terms of the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Bill of Sale and the Assignment and Assumption, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment of Intellectual Property. The Assignor hereby sells, transfers, assigns and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title, and interest in and to all Intellectual Property (as defined in the Agreement), including, but not limited to, all trademarks and service names, alternate names, copyrights, patents, inventions, patent rights (including any rights in divisionals, continuations, continuations-in-part, requests for continued examinations, substitutions, or reissues and reexaminations thereof, whether or not any such applications are modified, withdrawn or resubmitted), trade dress, trade secrets, product configuration, source and object code, data collections, databases, algorithms, architecture, structure, display screens, layouts, know-how, processes, plans, all forms of protection recognized under the Lanham Act, assumed names, logos, shop rights, relating in any manner to the business of the company, and all applications, registrations and rights of enforcement for past or present infringement with respect to any of the foregoing, including, without limitation, the "Donovan Industries," "DawnMist," "Redi+Wash," "Ultra LF," "Waffleweb," "Donovan" and "Resist-A-Band" trademarks ("Trademarks"), and any derivation thereof, together with the goodwill of the business symbolized by said Trademarks, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; and all electronic address and passwords pertaining to the Business, including, without limitation, the domain name "www.donovanindustries.com" and all computer programs and software, technology, proprietary product, proprietary right or other intellectual property right, including the other intellectual property rights set forth on Schedule 3.12(b) of the Agreement, reproduced below in Schedule A hereto.

2. Further Actions. The Assignor and the Assignee shall each perform their respective obligations with respect to further assurances pursuant to Section 7.2 of the Agreement, the terms and conditions of which are hereby incorporated herein and made a part hereof.

3. Assignment; Binding Effect. This Assignment and the rights and obligations of the Parties hereunder may not be assigned by any Party without the prior written consent of the other Party. This Assignment shall be binding and enforceable upon and inure to the benefit of the Parties and their successors and permitted assigns.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when all counterparts taken together shall have been executed and delivered (which deliveries may be made by facsimile or electronic transmission) by the Parties.

5. Notices. Any notice or other communication required or permitted to be given under this Assignment will be in writing, will be delivered personally or by mail or express delivery, postage prepaid, and will be deemed given upon actual delivery or, if mailed by registered or certified mail, on the third (3rd) Business Day following deposit in the mails, to the Parties and at the addresses set forth in Section 12.10 of the Agreement.

6. Governing Law; Venue; Waiver of Jury Trial. The provisions with respect to the governing law of this Assignment, the Parties election of jurisdiction and venue for disputes, and waiver of jury trial, shall be governed by Section 12.8 and Section 12.9 of the Agreement, the terms and conditions of which are hereby incorporated herein and made a part hereof.

7. Severability. If any provision of this Assignment or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Assignment shall be severable.

8. Trademarks Assigned in Conjunction with Business. The assignment of trademarks herein is made in conjunction with the assignment of ownership of the portion of Assignor's business to which each mark pertains.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have each duly executed and delivered this Assignment as of the day and year first written above.

THE ASSIGNOR:

WITNESS:

DONOVAN INDUSTRIES,
a Florida corporation

Debra A. Donovan

Name:

By:

[Signature]
Name: James A. Donovan
Title: President

WITNESS:

ANS LOGISTICS GEORGIA, LLC,
a Georgia limited liability company

Debra A. Donovan

Name:

By:

[Signature]
Name: James A. Donovan
Title: ~~President~~ Manager

WITNESS:

ANS LOGISTICS, LLC,
a California limited liability company

Debra A. Donovan

Name:

By:

[Signature]
Name: James A. Donovan
Title: ~~President~~ Manager

WITNESS:

MISTY DEVELOPMENT, LLC,
a Florida limited liability company

Debra A. Donovan

Name:

By:

[Signature]
Name: James A. Donovan
Title: ~~President~~ Manager

[Signature Page 1 of 2 to Assignment of Intellectual Property]

THE ASSIGNEE:

DUKAL CORPORATION,
a New York corporation

WITNESS:

Debra A. Donovan

Name:

By: Carol P. [Signature]

Name: Carol P. [Signature]

Title: President

[Signature Page 2 of 2 to Assignment of Intellectual Property]

TRADEMARK
REEL: 004848 FRAME: 0473

Schedule A

<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
MANUAL PILL CRUSHER	#7,413,137	8/19/2008
PILL CRUSHER POUCH	US D547,674	7/31/2007

Schedule A

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
REDI+WASH	2/12/2008	#3,379,877
REDI+WASH	1/27/2009	#3,566,303
DAWNMIST	2/12/2008	#3,379,981
DAWNMIST AND DESIGN	5/27/2008	#3,433,739
ULTRA LF	9/30/2003	#2,769,938
WAFFLEWEB	11/23/2010	#3,878,360
DONOVAN	7/26/2011	#4,002,598
POCKET BATH	10/14/2008	#3,514,601