

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
Zentech Manufacturing, Inc.		04/16/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Zentech Manufacturing, Inc.		
Street Address:	6980 Tudsbury Road		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21244		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3707469	ZENTECH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4103328784		
Email:	sflax@saul.com		
Correspondent Name:	Sherry Flax		
Address Line 1:	500 E. Pratt St.		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Sherry Flax		
Signature:	/sherry flax/		
Date:	08/29/2012		
Total Attachments: 7			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made this 16 day of April, 2012, by Zentech Manufacturing, Inc., a Maryland corporation ("Assignor"), to Zentech Manufacturing, Inc., a Delaware corporation ("Assignee"). All capitalized terms used but not otherwise defined herein have the same meanings ascribed to them in an Asset Purchase Agreement dated of even date herewith, (the "Purchase Agreement"), by and among Assignor, Assignee and all of the shareholders of Assignor.

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the "Zentech Manufacturing" trade name, the "Zentech" trademark and all other trade names, trademarks and service marks used by Assignor in connection with the "Zentech" trademark, and all registrations and applications for registration therefor (the "Trademarks"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the copyrights, and all registrations and applications for registration therefor, used by Assignor in connection with its business (the "Copyrights") (with the Trademarks and the Copyrights hereinafter collectively referred to as the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, transfer and deliver to Assignee, and Assignee has agreed to acquire, the Assets (as defined in the Purchase Agreement), including without limitation the Intellectual Property, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration delivered on the date hereof in connection with the consummation of the Contemplated Transactions, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignment. Assignor hereby transfers, conveys, assigns and delivers unto Assignee, its successors and assigns, free and clear of all pledges, liens and encumbrances of any kind (except as specifically provided in the Purchase Agreement), all right, title and interest in and to the Intellectual Property, together with the goodwill associated therewith, all reissues, extensions, renewals, translations, adaptations, derivations, combinations and licenses of the Intellectual Property, all rights to sue for past, present and future infringements of the Intellectual Property and all rights corresponding thereto throughout the world.

2. Issuance of Certificates of Registration. Assignor hereby authorizes and requests the United States Patent and Trademark Office and the United States Copyright Office

to issue any and all certificates of registration and/or certificates of assignment for the Intellectual Property to Assignee, its successors and assigns, as the owner of all right, title and interest in and to the Intellectual Property.

3. Enforcement of Rights. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, to vest full and unencumbered title in and to the Intellectual Property to Assignee. Assignee may institute and prosecute in the name of Assignor or otherwise, for the benefit of Assignee, any and all proceedings that Assignee may deem proper in order to enforce any right or title of any kind in and to the Intellectual Property. Assignor declares that the appointment made and the powers granted herein are coupled with an interest and are and shall be irrevocable by Assignor in any manner for any reason.

4. Covenants and Further Assurances. No assignment, sale, agreement, pledge, lien or encumbrance will be made or entered into by Assignor which would conflict with this Assignment; and from time to time at the request and expense of Assignee, its successors and assigns, and for no additional consideration, Assignor shall execute any further papers and do such other acts and things as may be necessary and proper to perfect the transfer of the Intellectual Property in the United States and in such foreign countries as Assignee, its successors and assigns, may elect, and to vest the full title thereto in Assignee, its successors and assigns.

5. Governing Law. The laws of the State of Maryland shall govern the validity and construction of this Assignment and all rights and obligations of, and disputes between or among, the parties arising out of or related to this Assignment or the transactions contemplated by this Assignment, whether in contract, tort or otherwise, without regard to the principles of conflict of laws of the State of Maryland.

[Signatures to Follow.]

IN WITNESS WHEREOF, Assignor has executed this Assignment the day and year first written above.

ATTEST:

ZENTECH MANUFACTURING, INC.

Kathryn Hickey

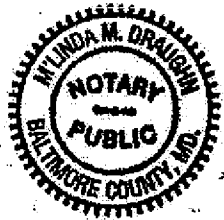
By: Matthew Turpin (SEAL)
Matthew Turpin, President

STATE OF Maryland)
County of Baltimore) to wit:
CITY OF Baltimore)

I HEREBY CERTIFY that on the 16th day of April, 2012 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Matthew Turpin, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, and acknowledged that he [she] executed this Assignment of Intellectual Property for the purposes stated in the document.

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

[NOTARY SEAL]



Linda M. Draughn
Notary Public

M'Linda M. Draughn
Printed Name of Notary Public

My Commission Expires: M'Linda M. Draughn
Notary Public, State Of Maryland
Baltimore County
My Commission Expires December 6, 2015

Schedule 4.24.5

Trademarks

Zentech is an active registered Mark.

Please see the attached description of the Mark from the United States Patent and Trademark Office website, which is incorporated by reference into this Schedule 4.24.5 and Section 4.24.5 of the Asset Purchase Agreement.