

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
Siemens Industry, Inc.		07/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UGSI Acquisition Corp. II
Street Address:	13135 Danielson Street, Suite 201
City:	Poway
State/Country:	CALIFORNIA
Postal Code:	92064
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1361459	AFTERBLEND
Registration Number:	1336414	ARMA-VIEW
Registration Number:	1264817	CHEMTUBE
Registration Number:	1361883	DRUMSTIK
Registration Number:	1989322	ENCORE
Registration Number:	1274800	POLYBLEND
Registration Number:	1602029	POLYBLEND
Registration Number:	0748747	VAREA-METER

CORRESPONDENCE DATA

Fax Number: 4129455933
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-471-8815
 Email: assignments@webblaw.com
 Correspondent Name: Nathan J. Prepelka, The Webb Law Firm

Address Line 1: 420 Ft. Duquesne Blvd., Suite 1200
Address Line 2: One Gateway Center
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER: 4326-111694

NAME OF SUBMITTER: Nathan J. Prepelka, Reg. No. 43,016

Signature: /njp/

Date: 08/31/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), dated as of July 31, 2012 (the "Effective Date"), by and among Siemens Industry, Inc., a Delaware corporation ("Assignor"), and UGSI Acquisition Corp. II, a Delaware corporation ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA (as defined below).

WITNESSETH:

WHEREAS, the Parties are parties to that certain Asset Purchase dated as of July 26, 2012 (as the same may be amended, the "APA") pursuant to which Assignee is to acquire all of Assignor's right, title and interest in and to certain assets, including certain intellectual property assets of Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration paid pursuant to the terms and conditions of the APA, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Assignor hereby, as of the Effective Date, irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the trademark registrations and applications for registration set forth on Schedule I attached hereto, together with all of the goodwill associated therewith, all extensions and renewals thereof, and any and all priority rights, convention rights and other benefits accruing or to accrue with respect thereto (collectively, the "Assigned Intellectual Property"). This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the APA (which APA shall govern in the event of a conflict between the terms hereof and those set forth in the APA).
2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property and Assignor agrees to execute and deliver, at the Assignee's sole cost and expense, all documents and to take all such other actions as Assignee, its successors and assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, statements of use, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office.
3. No Limitation on Rights or Obligations. This Agreement, being further documentation of the sales, conveyances, assignments and transfers provided for in the APA, does not limit or modify the rights or obligations therein provided.
4. Governing Law. The provisions of Sections 8.6, 8.7, and 8.8 of the APA shall apply to this Agreement as if set forth in full herein.

5. Successors and Counterparts. This Agreement is binding upon and will inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts, each of which will be deemed an original but all of which together constitute but one and the same instrument.

6. Headings. The headings used in this Agreement are for convenience only and do not constitute a part of this Agreement.

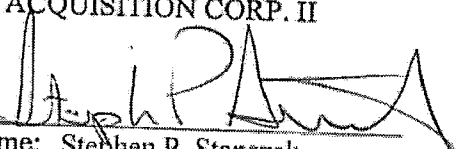
7. Entire Agreement. This instrument along with the APA embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

8. Facsimile and E-mail Transmission. The Parties may sign and deliver this Agreement by facsimile transmission, or by e-mail with an attached scanned signature page image. Each Party agrees that the delivery of this Agreement by facsimile, or by e-mail with an attached scanned signature page image, shall have the same force and effect as delivery of original signatures and that each Party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

(SIGNATURE PAGE FOLLOWS)


IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their respective duly authorized officers, all as of the date first written above.

UGSI ACQUISITION CORP. II

By: 
Name: Stephen P. Stanczak
Title: Vice President


Date: July 31, 2012

Witnessed By:

Signature: 


Printed Name: Lori Adelman

Witnessed By:

Signature: 

Printed Name: Janet Beeson

SIEMENS INDUSTRY, INC.


By: 
Name: Dr. Lukas Loeffler
Title: President and CEO - WT

Date: July 31, 2012

By: 
Name: Mirko Schueppel
Title: CFO - WT


Date: July 31, 2012

Witnessed By:

Signature: 

Printed Name: JAN LISCHER

Witnessed By:

Signature: 

Printed Name: Kevin Kirk

TRADEMARK

REEL: 004853 FRAME: 0745

Schedule I

Trademarks Assigned from Siemens Industry, Inc. to Underground Solutions, Inc.

Internal file number	Trademark	Country	Application date	Application no.	Registration date	Registration no.	Status
2005W86503 US	AFTERBLEND	UNITED STATES	03.06.1985	73/525408	09.24.1985	1361459	Registered
2005W86512 US	ARMA-VIEW	UNITED STATES	07.11.1984	73/489433	05.21.1985	1336414	Registered
2006W02609 CN	CHEMTUBE	CHINA	03.03.2005	4 521 179			Application Pending
2005W86536 US01	CHEMTUBE	UNITED STATES	11.22.1982	73/403676	01.24.1984	1264817	Registered
2005W86557 US	DRUMSTIK	UNITED STATES	03.06.1985	73/525407	09.24.1985	1361883	Registered
2005W86563 CN	ENCORE	CHINA	03.03.2005	4 521 181	02.07.2008	4521181	Registered
2005W86563EU	ENCORE	EUROPEAN UNION	04.11.2007	005 822 218	03.13.2008	005 822 218	Registered
2005W86563 US	ENCORE	UNITED STATES	01.17.1995	74/621372	07.23.1996	1989322	Registered
2005W86641 CA	POLYBLEND	CANADA	11.30.1992	717830	05.13.1994	TMA427292	Registered
2005W86641 DK	POLYBLEND	DENMARK	12.03.1992	8475/1992	02.04.1994	659/1994	Registered
2005W86641 FR	POLYBLEND	FRANCE	06.10.1986	800522	06.10.1986	1358448	Registered
2005W86641 DE	POLYBLEND	GERMANY	01.14.1993	ST18331	06.24.1994	2068628	Registered
2005W86641 ID	POLYBLEND	INDONESIA	06.08.1993		06.16.1994	536709	Registered
2005W86641 IE	POLYBLEND	IRELAND	11.20.1992	92/6165	11.20.1992	151580	Registered
2005W86641 IT	POLYBLEND	ITALY	12.07.1992	RM92C004455	03.07.1995	644962	Registered
2005W86641 NZ	POLYBLEND	NEW ZEALAND	02.16.1983	145993	12.05.1984	B145993	Registered
2005W86641 PT	POLYBLEND	PORTUGAL	11.26.1992	287664	08.01.1994	287664	Registered
2005W86641 KR	POLYBLEND	REPUBLIC OF KOREA (SOUTH)	10.29.1992	30270/92	03.31.1994	287846	Registered
2005W86641 SG	POLYBLEND	SINGAPORE	09.29.1992	S/7452/92	09.29.1992	T92/07452C	Registered
2005W86641 ES	POLYBLEND	SPAIN	12.03.1992	1733824	04.20.1994	1733824	Registered
2005W86641 SE	POLYBLEND	SWEDEN	01.25.1985	85-0647	04.25.1986	200 991	Registered
2005W86641 GB	POLYBLEND	UNITED KINGDOM	11.24.1992	1519747	06.09.1995	1519747	Registered
2005W86641 US	POLYBLEND	UNITED STATES	07.14.1982	73/374747	04.24.1984	1274800	Registered
2005W86641 US01	POLYBLEND	UNITED STATES	08.14.1989	73/819500	06.19.1990	1602029	Registered
2005W86643EU	POLYPREP	EUROPEAN UNION	05.07.2007	005 877 261	11.20.2011	005877261	Registered
2005W86697 CA	VAREA-METER	CANADA	01.31.1961	260953	09.01.1961	TMA123428	Registered
2005W86697 GB	VAREA-METER	UNITED KINGDOM	11.17.1960	813515	11.17.1960	813515	Registered
2005W86697 US	VAREA-METER	UNITED STATES	09.28.1960	72/105396	04.30.1963	748747	Registered
Common Law Trademarks (US Only)							
Internal file number	Trademark	Index of goods and services					
U02-00123	LVN2000	liquid chemical feed system primarily for use with sodium hypochlorite.					
U02-00151	VAREA-COM	explosion-proof electronic transmitter					

TRADEMARK