

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mirachem Corporation

- Individual(s)
- Partnership
- Corporation- State: Arizona
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 31 December 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mirachem, LLC

Street Address: 4645 West McDowell Road, Suite 103

City: Phoenix

State: Arizona

Country: USA Zip: 85009

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

1,578,513 MIRACHEM (in typed form)

2,118,718 MIRACLEAN (in typed form)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Douglas H. Pauley, Esq.

Internal Address: Pauley Petersen & Erickson

Street Address: 2800 West Higgins Road, Suite 365

City: Hoffman Estates

State: Illinois Zip: 60169

Phone Number: (847) 490-1400

Docket Number: HCCL-9002

Email Address: _____

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 19-3550

Authorized User Name Pauley Petersen & Erickson

9. Signature: _____

Douglas H. Pauley
Signature
DOUGLAS H. PAULEY

Name of Person Signing

01 FEB 2013

Date

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004957 FRAME: 0200

700500026

CH \$115.00 193550 1578513

Attorney Docket No.: HCCL-9002

Form PTO-1594

4. Application number(s) or registration number(s) and identification or description of the Trademark. (continued)

A. Trademark Application No. (s)

B. Trademark Registration No.(s)

2,039,828 MIRACHEM (in typed form)

2,130,215 MIRACHEM (Stylized)

GENERAL ASSIGNMENT

This GENERAL ASSIGNMENT is made effective December 31, 2012, between Mirachem Corporation, an Arizona corporation (the "Seller"), and Mirachem, LLC, a Delaware limited liability company (the "Purchaser").

WITNESSETH:

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase certain intangible assets of Seller pursuant to that certain Asset Purchase Agreement effective December 31, 2012 ("Agreement"), used in connection with Seller's Business (as defined in the Agreement);

WHEREAS, in connection with said purchase Seller is to provide Purchaser a conveyance of its rights, title, and interest in said assets;

WHEREAS, Seller, through any one or more of Seller's employees and/or any other third party controlled by Seller or by license, may have invented, assisted with and/or used certain new and useful information and/or technological improvements, including but not limited to improvements to any invention, including but not limited to Assigned Inventions as defined below, as contained in and/or described in and/or by any processes, innovations, improvements, discoveries, developments, designs, patents, trademarks, including but not limited to Assigned Trademarks as defined below, copyrights, computer programs, specifications, documents, reports, creations, trade secret, technical know-how and/or other knowledge developed by Seller, all of said information and/or technological improvements including but not limited to assets described in Attachment A being hereinafter collectively referred to as said "Improvements and Information";

WHEREAS, the term "Assigned Trademarks" shall mean and include but not be limited to the trademark registrations and/or applications listed in Exhibit 1 to Attachment A hereto, and each and every mark for which Seller has acquired common law rights by use in commerce, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this General Assignment as related to any one or more of the Assigned Trademarks, and/or any other trademark and/or service mark rights in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof;

WHEREAS, the term "Assigned Inventions" shall mean and include but not be limited to the inventions, including any improvements as described at least in part and claimed in any patent and/or patent application of Seller, together with any patents issued as a result of any such patent applications, and as described in or by any other processes, innovations, improvements, discoveries, developments, designs, patents, trademarks, including but not limited to Assigned Trademarks, copyrights, computer programs, specifications, documents, reports, creations, trade secret, technical know-how and/or other knowledge related to the inventions and/or to said Improvements and Information, as well as: (a) all rights to claim priority in any Assigned Inventions and all rights in and to any and all improvements which are disclosed in any Assigned Inventions; (b) any and all patents maturing from a continuation, continuation-in-part, division, reissue and/or reexamination of any patent of any of Assigned Inventions and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model or other United States and/or foreign patent;

(c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this General Assignment as related to any one or more of the Assigned Inventions, and/or any other Letters Patent therefore in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof;

WHEREAS, Seller is the owner of or has licensed rights to: the Assigned Trademarks and each and every mark for which Seller has acquired common law rights by use in commerce; the Assigned Inventions; and said Improvements and Information; and

WHEREAS, Purchaser is desirous of acquiring Seller's entire rights, title and interest in and to said Improvements and Information, including but not limited to any patent application and/or Letters Patent therefor in the United States and/or countries foreign thereto that may result from said Improvements and Information, and including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this General Assignment as related to said "Improvements and Information" and any Letters Patent therefor in the United States and/or countries foreign thereto;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein and/or in the Agreement, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has sold, assigned, transferred and set over and by these presents does hereby sell, assign, transfer and set over to and unto Purchaser, its successors and assigns Seller's entire rights, title and interest in and to said Improvements and Information including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this General Assignment as related to said Improvements and Information including but not limited to any Patent and/or application for Letters Patent of the United States and countries foreign thereto, and in, to and under all divisions, reissues, continuations, extensions and reexaminations thereof, and covenants that Seller has the full right to so do; and the Commissioner of Patents is hereby authorized and requested to issue all United States Letters Patent on said Improvements and Information included herein to Purchaser, as assignee of Seller's entire interest.

Seller further agrees to communicate to Purchaser or Purchaser's representatives or agents all facts and information known or available to Seller regarding said Improvements and Information including but not limited to evidence for interference purposes or for other legal proceedings, whenever reasonably requested and at Purchaser's expense; to testify in any interference or other proceedings; to execute and deliver, on reasonable request and at Purchaser's expense, all lawful papers including original, divisional, continuing and reissue patent applications, renewals, assignments, powers of attorney, declarations, oaths, affidavits, depositions, etc.; and to generally do everything possible to aid Purchaser, its successors and assigns, but at the expense of Purchaser, in obtaining and enforcing proper protection for said Improvements and Information, in the United States and countries foreign thereto. Seller agrees to assist Purchaser, after execution of this General Assignment, to correct any mistake and/or error in this General Assignment including but not limited to any typographical error in identifying any one or more of rights related to said Improvements and Information. Seller grants Seller's entire rights, title and interest

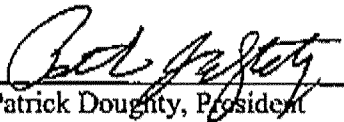
through this General Assignment of said Improvements and Information free and clear of any and all security interests, liens, encumbrances, claims or interests of any kind or nature.

Capitalized terms used but not otherwise defined in this General Assignment will have the meanings ascribed to such terms in the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, of the parties hereto have executed this General Assignment as of the day and year first above written.

MIRACHEM CORPORATION, an Arizona corporation

By: 
Patrick Doughty, President

ACCEPTED:

MIRACHEM, LLC, a Delaware limited liability company

By: Heritage-Crystal Clean, LLC, an Indiana limited liability company
Its: Member

By: _____
Joseph Chalhoub, President and CEO

[Signature Page to Exhibit B – General Assignment]

TRADEMARK
REEL: 004957 FRAME: 0205

IN WITNESS WHEREOF, of the parties hereto have executed this General Assignment as of the day and year first above written.

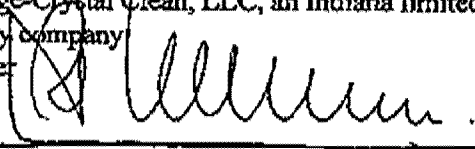
MIRACHEM CORPORATION, an Arizona corporation

By: _____
Patrick Doughty, President

ACCEPTED:

MIRACHEM, LLC, a Delaware limited liability company

By: Heritage-Crystal Clean, LLC, an Indiana limited liability company
Its: Member

By:  _____
Joseph Chalhoub, President and CEO

[Signature Page to Exhibit B – General Assignment]

ATTACHMENT A TO GENERAL ASSIGNMENT

1. Goodwill of Seller which relates to the Assets or the Business.
2. All Contractual Rights; and
3. All other intangible property, other than Intellectual Property, including, without limitation, the following:
 - a. All Trade Marks as described in Exhibit 1;
 - b. All Patents as described in Exhibit 2;
 - c. All Copyrights as described in Exhibit 3;
 - d. All Trade Secrets as described in Exhibit 4 and
 - e. All Licenses as described in Exhibit 5.

EXHIBIT 1
TRADEMARKS

(Attached)

Exhibit B of Asset Purchase Agreement

TRADEMARK
REEL: 004957 FRAME: 0208

THE MIRACHEM CORPORATION

State-Level, United States Federal, and Foreign Trademark and Trade Name Properties

<i>Snell & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App./Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date; ownership details</i>
66146.0200 U.S.A.	MIRACHEM in typed form	Rust remover, all purpose automotive cleaner, and industrial strength cleaner for use in removing grease, dirt and oil from surfaces in International Class 3	1,578,513 73791,058	Reg. 23 January 1990 Filed 31 March 1989	Registered; renewed; next 10-year renewal due after 23 January 2019 and no later than 22 January 2020
66146.1100 U.S.A.	MIRACLEAN in typed form	Cleaning preparations, namely, a concentrated, biodegradable all-purpose degreaser for use in automotive, food services, janitorial, commercial, utilities, and recreational purposes (as amended) in International Class 3	2,118,718 74698,038	Reg. 9 December 1997 Filed 5 July 1995	Registered; renewed; next 10-year renewal due after 9 December 2016 and no later than 8 December 2017 Assignment from Now Products to The Mirachem Corporation recorded 10/24/07 at Reel 003645, Frame 0592.
66146.1200 U.S.A.	MIRACHEM in typed form	All purpose cleaning preparations for use in the removal of organic substances (such as grease, oil and carbons) and inorganic substances (such as rust, corrosion and water scale) from any surface or material in International Class 3	2,039,828 74698,039	Reg. 25 February 1997 Filed 5 July 1995	Registered renewed; next 10-year renewal due after 25 February 2016 and no later than 24 February 2017.
66146.2500 U.S.A.	MIRACHEM (Stylized) MIRACHEM	Apparatus for cleaning and washing tools and parts in International Class 8 All-purpose cleaning and degreasing preparations in International Class 3	2,130,215 75199,888	Reg. 20 January 1998 Filed 15 November 1996	Registered; renewed; next 10-year renewal due after 20 January 2017 and no later than 19 January 2018






EXHIBIT 1.1G Intellectual Property

FOREIGN MATTERS:

<i>Snell & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App./Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date; ownership details</i>
66146.0103 Canada	MIRACHEM (Stylized) MIRACHEM	Rust remover, all purpose automotive cleaner and industrial strength cleaner for use in removing grease, dirt, and oil from surfaces	TMA383,358 586,873	Reg. 26 April 1991 Filed 26 June 1987	Abandoned. Registration not renewed in April 2006 as mark not in use as registered; new applications in block letter and new stylized versions filed (see 1203 and 2503).
66146.0163 Mexico	MIRACHEM (Stylized) MIRACHEM	Rust remover, all purpose automotive cleaner and industrial strength cleaner for use in removing grease, dirt, and oil from surfaces in International Class 3	0430136 0147691	Reg. 11 August 1992	Abandoned. Registration not renewed in February 2012 as mark not in use as registered; new appln in block letters filed (see 1213)
66146.1163 Mexico	MIRACLEAN in typed form	Cleaning preparations, namely, a concentrated, biodegradable all-purpose degreaser for use in automotive, food service, janitorial, commercial, utilities, and recreational purposes in International Class 3	0426698 0147681	Reg. 18 August 1992 Filed 18 August 1992	Abandoned. Registration not renewed in February 2012 as mark not in use; new application filed see 2813.
66146.1201 Australia	MIRACHEM in typed form	Cleaning preparations in this class; degreasing preparations in this class; rust removing preparations being goods in International Class 3 Mechanical equipment in this class for cleaning, including the cleaning and washing of tools being goods in International Class 7	705,710 705,710	Reg. 22 May 1997 Filed 1 April 1996	Registered; Renewed; next renewal due 01 April 2016 and no later than 31 March 2016
66146.1203 Canada	MIRACHEM in typed form	All purpose cleaning and degreasing preparations; all purpose automotive cleaner, and industrial strength cleaner for use in removing grease, dirt and oil from surfaces	702409 1,301,385	Reg. 05 December 2007 Filed 12 May 2006	Use in Canada since 4/6/79 (see 0103 reg.—abandoned) and claim of use and registration of mark in US as additional basis. Registered; Renewal due 05 December 2022.

<i>Snell & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App. Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date; ownership details</i>
66146.1206 France	MIRACHEM in typed form	All-purpose cleaning preparations for use in the removal of organic substances (such as grease, oil and carbons) and inorganic substances (such as rust, corrosion and water scale) from any surface or material in International Class 3 Apparatus for cleaning and washing tools and parts in International Class 7	96619559 96619559	Reg. 13 September 1996 Filed 4 April 1996	Registered; Renewed; next 10-year renewal due 30 April 2016.
66146.1207 Germany	MIRACHEM in typed form	Washing and bleaching agent; cleaning, polishing, scouring and abrasive preparations, in particular all purpose cleaning preparations for use in the removal of organic substances (such as grease, oil and carbons) and inorganic substances (such as rust, corrosion and water scale) from any surface or material; soaps, all afore-said goods not in the dental field in International Class 3 Machines, in particular apparatuses for cleaning and washing of tools and parts, as far as contained in International Class 7	396 16 567 396 16 567.2	Reg. 18 June 1997 Filed 4 April 1996	Registered; Renewed; Next renewal due 4 April 2016 1/9/08: Class 3 goods amended, deleting "perfumery, essential oils, cosmetics, hair lotions and dentifrices" per agreed compromise w/Hager & Werken (dental field). Restriction of goods published on 3/7/08 in the German TradeMark Journal.
66146.1210 Japan	MIRACHEM in typed form	Cleaning and washing apparatus and parts for industrial use ... in International Class 7	4175678 8-35414	Reg. 7 August 1998 Filed 1 April 1996	Registered; renewed; next 10-year renewal due after 7 August 2017 and no later than 6 August 2018
66146.1210 Japan	MIRACHEM in typed form	Cleaning preparations for use in removal of grease, oil, carbon, and other organic substances, dust, corrosives, water scale, and other inorganic substances, from any surface or material ... in International Class 3	4119353 8-35413	Reg. 27 February 1998 Filed 1 April 1996	Registered; renewed; next 10-year renewal due after 27 February 2017 and no later than 27 February 2018

<i>Snell & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App. Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date; ownership details</i>
66146.1211 Korea	MIRACHEM in typed form	Cleaners and washers for industrial purposes in International Class 3	0414200 96-14006	Reg. 3 August 1998 Filed 9 April 1996	Registered; Renewed, next 10-year renewal due after 3 August 2017 and no later than 2 August 2018
66146.1213 Mexico	MIRACHEM in typed form	All goods in International Class 3	1046844 799000	Reg. 26 June 2008 08 August 2006	First use date in Mexico at least as early as 9/30/92. Registered; renewal due 08 August 2016 5/9/11: Decl of Use filed. Declaration of Use acknowledged by Mexican TM Office 7/14/11
66146.1220 Taiwan	MIRACHEM in typed form	Industrial cleaning preparations for use in manufacturing processes in International Class 1	00802530 85016512	Reg. 16 May 1998 Filed 12 April 1996	Registered; renewed; next 10-year renewal due after 16 May 2017 and no later than 15 May 2018
66146.1220 Taiwan	MIRACHEM in typed form	Cleaning preparations for commercial and domestic use and industrial cleaning preparations for use in non-manufacturing processes in International Class 3	00759574 85016513	Reg. 1 May 1997 Filed 12 April 1996	Registered; Renewed; next 10-year renewal due between 30 October 2016 and no later than 30 April 2017
66146.1220 Taiwan	MIRACHEM in typed form	Apparatus for cleaning and washing tools and parts of machines in International Class 7	00750840 00750840	Reg. 1 March 1997 Filed 12 April 1996	Registered; Renewed; next 10-year renewal due between 28 August 2016 and no later than 28 February 2017
66146.1221 U.K.	MIRACHEM in typed form	Cleaning, polishing, scouring and abrasive preparations; preparations for removing rust in International Class 3 Machines for cleaning, washing and/or filtering; parts and fittings for all the aforesaid goods in International Class 7	2067934 2067934	Reg. 9 April 1996 Filed 9 April 1996	Registered; Renewed; next renewal due 09 April 2016 and no later than 08 April 2016.
66146.1226 Benelux	MIRACHEM (Stylized) MIRACHEM (in blue)	Rust remover, Automotive cleaner, Industrial cleaner. Cleaning preparations for removal of inorganic and organic substances, dentifrice in International Class 3	587,331 861010	Reg. 27 Nov. 1995 Filed 27 Nov. 1995	Abandoned. Registration not renewed in November 2005 as mark not in use as registered.

<i>Snell & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App./Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date; ownership details</i>
66146.1293 Korea	MIRACHEM (Stylized) 	Rust remover, Automotive cleaner, Industrial cleaner. Cleaning preparations for removal of inorganic and organic substances, denifrice, International Class 3	0447432 96-14222	Reg. 7 May 1999 Filed 10 April 1996	Registered; renewed and reclassified 8/11/09; next 10-year renewal due after 7 May 2018 and no later than 6 May 2019
66146.2503 Canada	MIRACHEM (Stylized) 	All purpose cleaning and degreasing preparations	6,972,220 1,302,251	Reg. 25 Sept. 2007 Filed 19 May 2006	New stylized version filed based on use in Canada since 9/96 (see 0103 reg.— abandoned). Registered; renewal due 25 September 2022
66146.2511 Korea	MIRACHEM (Stylized) 	Rust remover, automotive cleaner, industrial cleaner, cleaning preparations for removal of inorganic and organic substances in International Class 3	40-0841921 40-2009-0045084	Reg. 04 November 2010 Filed 15 Sept 2009	Registered; Renewal due 04 November 2020 Consent Agmt executed w/Hager & Werken agreeing to delete "denifrices" from goods.
66146.2513 Mexico	MIRACHEM (Stylized) 	All goods in International Class 3	1046842 794405	Reg. 26 June 2008 14 July 2006	New stylized version based on use in Mexico since 9/30/96. Registered; renewal due 14 July 2016. 5/9/11: Decl of Use filed. Declaration of Use acknowledged by Mexican TM Office 7/14/11.
66146.2813 Mexico		Cleaning preparations, namely, a concentrated, biodegradable all-purpose cleaner and degreaser for use in automotive, food service, janitorial, commercial, utilities, residential and recreational purposes in Int'l Class 3.	RN 1156500 994594	Reg. 07 January 2010 10 March 2009	1/5/2010: Instructed associate to file response block letter application and request amending mark to design mark. Registered. Renewal due January 7, 2020.

STATE REGISTERED TRADEMARKS:

<i>Shel & Wilmer's Docket No. / Jurisdiction</i>	<i>Mark</i>	<i>Goods with International Class(es)</i>	<i>Reg. No. and App./Serial No.</i>	<i>Registration Date Filing Date</i>	<i>Status and next action due with due date: ownership details</i>
66146.0019 Arizona	THE WATER BASED CLEANER ENGINEERED TO BE RECYCLED	Chemicals and chemical compositions	038175	Reg. 15 Aug. 1996	Abandoned. Registration not renewed in August 2006 per client' instructions.

EXHIBIT 2
PATENTS

None.

EXHIBIT 3
COPYRIGHTS

None.

EXHIBIT 4
TRADE SECRETS

All Trade Secrets arising out of Seller's operation of the Business, including, without limitation, the formulae and the processes used in producing underlying Seller's products. The formulae is licensed and subject to the terms and conditions of the Mark V License. Seller agrees to procure and/or obtain any license and/or sublicense necessary for Purchaser to make use and/or sell Seller's products.

EXHIBIT 5
LICENSES

1. The Mark V License.

Exhibit B of Asset Purchase Agreement