

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
Tessenderlo Kerley, Inc.		12/04/2012	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	SePRO Corporation		
Street Address:	11550 N. Meridian Street		
Internal Address:	Ste. 600		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3473467	WHITECAP	
Registration Number:	3719149	CLEAR AQUATIC SOLUTIONS	
Registration Number:	3579624	AQUASCOUT	
CORRESPONDENCE DATA			
Fax Number:	3174284577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3172168266		
Email:	fayeg@sepro.com		
Correspondent Name:	SePRO Corporation		
Address Line 1:	11550 N. Meridian Street		
Address Line 2:	Ste. 600		
Address Line 4:	Carmel, INDIANA 46032		
NAME OF SUBMITTER:	Faye N. Graham		

Signature:	/fng/Faye N. Graham/
Date:	02/21/2013
Total Attachments: 6 source=TKI SePRO Trademark Assignment Agreement#page1.tif source=TKI SePRO Trademark Assignment Agreement#page2.tif source=TKI SePRO Trademark Assignment Agreement#page3.tif source=TKI SePRO Trademark Assignment Agreement#page4.tif source=TKI SePRO Trademark Assignment Agreement#page5.tif source=TKI SePRO Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 3rd day of December, 2012, by and between Tessengerlo Kerley, Inc., a Delaware corporation ("Seller") and SePRO Corporation, an Indiana corporation ("Buyer").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase and Sale Agreement dated as of the date hereof (the "APSA") (capitalized terms used but not otherwise defined herein shall have the meaning set forth in the APSA), pursuant to which Seller sold to Buyer, and Buyer purchased from Seller, the Purchased Assets;

WHEREAS, in connection with the transactions contemplated by the APSA, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Transferred Trademarks; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to Section 5.2 of the APSA.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Transferred Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for damages and other remedies in respect of future infringement thereof, and the goodwill attached to and/or symbolized thereby.

(b) Seller shall take all actions and execute all documents reasonably requested by Buyer to record and perfect the interest of Buyer in and to the Transferred Trademarks. Such documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Buyer a list of the agents used by country and status of the current Transferred Trademarks (docket report).

ARTICLE 2. FILE TRANSFER

Within ten (10) business days of the date hereof, Seller will transfer physical possession of its files to the extent relating to the Transferred Trademarks to Buyer at a location reasonably requested by Buyer. After the date hereof, Seller shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Seller will provide reasonable information and cooperation relating to the Transferred Trademarks in

the manner reasonably requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions, etc.

ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

As of the date hereof, except as permitted under the other Transaction Documents or as otherwise agreed by Buyer, Seller will permanently cease all use of the Transferred Trademarks and Seller shall not file new trademark applications for the Transferred Trademarks.

ARTICLE 4. GOVERNING LAW; VENUE

This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and the parties irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding for preliminary and permanent injunctive relief or other equitable relief arising out of this Assignment shall be brought in the U.S. District Court for the District of Delaware; (ii) consent to the exclusive jurisdiction of such court in any such suit, action or proceeding; (iii) submit themselves to the personal jurisdiction of such court; (iv) waive any objection each may have to the laying of venue of any such suit, action or proceeding in such court; (v) agree that a successful party shall be entitled to an award of its reasonable expenses, including court costs, expert witness fees, attorneys' fees and costs, in any such proceeding brought by or against a party pursuant to this Assignment; and (vi) consent to the court's service of any process, pleadings, notices or other papers upon it by registered mail, return receipt requested, at the address set forth in Section 7.2 of the APSA.

ARTICLE 5. MISCELLANEOUS

(a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the APSA and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

(d) Each party to this Assignment will bear its respective expenses incurred in connection with the preparation, execution and performance of this Assignment, including all fees and expenses of agents, representatives, counsel and accountants. All out-of-pocket expenses associated with recording assignments, including all legalization and notarization costs, shall be borne by Buyer.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SePRO Corporation

Tessengerlo Kerley, Inc.

By (Signature)

William C. Culpeper

By (Signature)

Name (Printed)

William C. Culpeper
President

Name (Printed)

Title

Title

By (Signature)

Name (Printed)

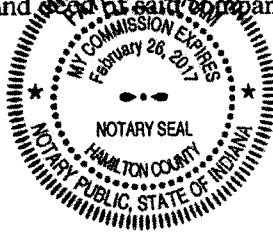
Title

STATE OF INDIANA)

COUNTY OF Hamilton)

) :SS _____)

The foregoing instrument was acknowledged before me this 3rd day of December, 2012, by William C. Culpeper of SEPRO CORPORATION, as his act and deed, and the free act and deed of said company.



Jay N. Graham
Notary Public

My commission expires: February 26, 2017

STATE OF ARIZONA)

COUNTY OF MARICOPA)

) :SS _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ of TESSENDERLO KERLEY, INC., as his act and deed, and the free act and deed of said company.

Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SePRO Corporation

Tessengerlo Kerley, Inc.

By (Signature) _____

By (Signature) _____

Name (Printed) _____
Title _____

Name (Printed) _____
Title _____

By (Signature) *[Handwritten Signature]*

Name (Printed) LARRY TRYON

Title GROUP VICE PRESIDENT

STATE OF INDIANA)
) :ss _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ of SEPRO CORPORATION, as his act and deed, and the free act and deed of said company.

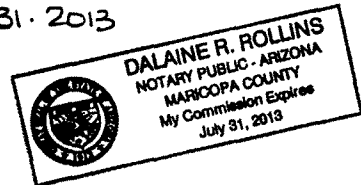
Notary Public
My commission expires:

STATE OF ARIZONA)
) :ss _____
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2012, by LARRY TRYON of TESSENDERLO KERLEY, INC., as his act and deed, and the free act and deed of said company.

[Handwritten Signature]

Notary Public
My commission expires: 07.31.2013



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

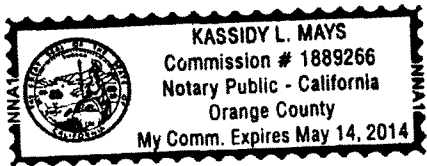
State of California

County of Orange

On 12/4/12 before me, Kassidy L. Mays, Notary Public

personally appeared David B. Cassidy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Cassidy Signer's Name: _____

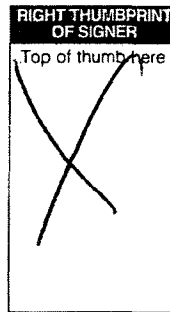
Corporate Officer — Title(s): Vice President Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Schedule A

- | | | |
|----|--------------------------------------|-------------------------|
| 1. | WHITECAP [®] | U.S. Reg. No. 3,473,467 |
| 2. | CLEAR AQUATIC SOLUTIONS [®] | U.S. Reg. No. 3,719,149 |
| 3. | AQUASCOUT [®] | U.S. Reg. No. 3,579,624 |