

## 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
Harris Research, Inc.		12/31/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	NHance, Inc.		
Street Address:	1530 North 1000 West		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84321		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851256	NHANCE	
CORRESPONDENCE DATA			
Fax Number:	8015311929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-994-4646		
Email:	heather@kunzlerlaw.com		
Correspondent Name:	Brian C. Kunzler		
Address Line 1:	8 East Broadway, Suite 600		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	2735.3.7		
NAME OF SUBMITTER:	Brian C. Kunzler		
Signature:	/Brian C. Kunzler/		
Date:	03/20/2013		

OP \$40.00 2851256

**Total Attachments: 20**

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## ASSET CONTRIBUTION AGREEMENT

THIS ASSET CONTRIBUTION AGREEMENT (this "**Agreement**") is entered into effective as of December 31, 2012, by and between Harris Research, Inc., a Utah corporation ("**Contributor**"), and NHance, Inc., a Delaware corporation (the "**Company**").

### RECITALS

A. Contributor intends to assign and contribute to the Company: (i) certain intellectual property rights as more fully described in Schedule A, (the "**Assigned IP**") and (ii) certain other assets used in the business of the Company as well as the liabilities and obligations related to such assets as more fully described in Schedule B, (the "**NHance Business**") (collectively, the "**Contributed Business**"). Assets used in the business of the Company that will not be transferred are fully described in Schedule C, (the "**Excluded Assets**"). The Company intends to acquire the Contributed Business in exchange for issuance of shares of its common stock, par value \$0.01 per share (the "**Stock**").

B. The transfer of the Contributed Business is intended to qualify for the treatment provided in Section 351 of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, in consideration of these premises and the mutual promises and covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I CONTRIBUTION OF ASSETS

**1.1 Asset Contribution.** At the Closing (as defined in Section 1.4 below), Contributor shall assign, transfer, convey and deliver, free and clear of all liens (other than Permitted Liens (as defined in Section 2.1(b) below)), to the Company and the Company shall accept all of Contributor's right, title and interest in, and to all of the Contributed Business as a capital contribution of Contributor to the Company and the Company shall so record such contribution on its books.

**1.2 Assumption of Liabilities.** The Company shall assume only those debts, liabilities and obligations of the Contributor related to the Contributed Business arising after the Closing Date; provided, however, the Company shall assume those debt, liabilities and obligations described in Schedule B.

**1.3 Consideration for the Contributed Business.** As consideration for the transfer of the Contributed Business, and for the performance by the Contributor of its covenants in accordance with this Agreement, the Company agrees to issue and deliver to the Contributor one thousand (1,000) shares of Common Stock of the Company.

**1.4 Closing.** The closing of the contribution and assignment of the Contributed Business (the "**Closing**") will take place at 10:00 a.m. local time at the offices of Contributor on the date hereof (such date of the Closing is hereinafter referred to as the "**Closing Date**").

**1.5 Closing Deliveries.** At the Closing: (i) Contributor will deliver to the Company the various certificates, instruments and documents required by Section 3.1 below; (ii) the Company will deliver to Contributor the various certificates, instruments and documents required by Section 3.2 below; and (iii) Contributor will execute, acknowledge and deliver to the Company any such other instruments of sale, transfer, conveyance and assignment as the Company may reasonably request.

**1.6 Further Cooperation.** From time to time after the Closing, upon a party's request and without further consideration, the other party agrees to execute and deliver or to cause to be executed and delivered such other instruments of transfer as the requesting party may reasonably request in order to effectuate the transactions contemplated by this Agreement (the "**Transactions**"), which shall include the transfer of any and all assets necessary to operate the business of the Company after the date hereof.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**2.1 Representations and Warranties of Contributor.** Contributor represents and warrants to the Company as follows:

(a) Authority and Binding Obligation. Contributor has all requisite power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Contributor and the consummation by Contributor of the Transactions have been duly authorized by all necessary corporate action on the part of Contributor. This Agreement has been duly executed and delivered by Contributor and constitutes a valid and binding obligation of Contributor enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(b) Title to Assets. Contributor has good and marketable title to the Contributed Business, free and clear of any and all Liens and restrictions on transfer, other than Permitted Liens. "**Liens**" means any mortgage, pledge, security interest, encumbrance, charge of other claim of any kind whatsoever. "**Permitted Liens**" means Liens created under the Bank of Montreal Credit Agreement (the "**BMO Credit Agreement**") dated as of December 31, 2012 and provided for by the Collateral Documents (the Mortgages, the Security Agreement, the Life Insurance Assignments, the Pledge Agreement, and all other mortgages, deeds of trust, security agreements, pledge agreements, assignments, financing statements and other documents as shall from time to time secure or relate to the Obligations, the Hedging Liability, and the Funds Transfer and Deposit Account Liability or any part thereof).

**2.2 Representations and Warranties of the Company.** The Company represents and warrants to Contributor as follows:

(a) Authority and Binding Obligation. The Company has all requisite power and authority to enter into and perform its obligations under this Agreement and to carry out the

transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(b) Representations Regarding the Stock. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization and creation of the Stock, for the issuance and transfer of the Stock have been or will be taken prior to the Closing. The Stock, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and non assessable and issued in compliance with all applicable state and federal securities laws; provided, however, that the Stock may be subject to restrictions on transfer under state and/or federal securities laws at the time a transfer is proposed. None of the Stock issued pursuant to this Agreement is subject to any preemptive rights, rights of first refusal, or other rights to purchase such stock or warrants (whether in favor of the Company or any other person), pursuant to any agreement or commitment of the Company.

(c) Securities Act. The offer, sale and issuance of the shares of Stock in conformity with the terms of this Agreement constitutes or will constitute a transaction exempt from the registration requirements of the Securities Act of 1933, as amended, and the qualification or registration requirements of the securities laws of Delaware or other applicable blue sky laws as such laws exist on the date hereof.

### ARTICLE III CLOSING DELIVERABLES

3.1 Contributor Closing Deliverables. At the Closing, Contributor shall deliver the following to the Company:

(a) Transfer Documents. Such documents as may be required to convey all of Contributor's right, title and interest in all personal property included in the Contributed Business, including, without limitation, the Intellectual Property Assignment Agreement, Patent Assignment and Trademark Assignment, each substantially in the forms attached hereto as Exhibits A, B and C.

(b) Certified Enabling Resolution. Certified minutes or unanimous written consent of Contributor's board of directors approving the execution, delivery and performance of this Agreement and the Transactions.

(c) Transition Services Agreement. Agreement between Contributor and the Company, pursuant to which Contributor will provide, or cause its Affiliates to provide, the Company with certain services, in a transitional basis.

(d) Other Documents. Such other documents, instruments, certificates or evidence as shall be reasonably requested by the Company.

**3.2 Company Closing Deliverables.** At the Closing, the Company shall deliver the following to Contributor:

(a) Transfer Documents. Such documents as may be required to convey all of Contributor's right, title and interest in all personal property included in the Contributed Business, including, without limitation, the Intellectual Property Assignment Agreement, Patent Assignment and Trademark Assignment, each substantially in the forms attached hereto as Exhibits A, B and C.

(b) Stock Certificates. Stock certificates representing the Stock.

(c) Certified Enabling Resolution. Certified minutes or unanimous written consent of the Company's board of directors approving the execution, delivery and performance of this Agreement and the Transactions.

(d) Other Documents. Such other documents, instruments or certificates as shall be reasonably requested by Contributor.

#### **ARTICLE IV GENERAL PROVISIONS**

**4.1 Entire Agreement and Amendment.** This Agreement, and the exhibits and schedules attached hereto or thereto set forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed on behalf of each of the parties hereto specifically stating that it is an amendment or modification of this Agreement.

**4.2 Counterparts.** This Agreement may be executed and delivered (which delivery may be by facsimile machine or e-mail) 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 one and the same instrument.

**4.3 Third Party Beneficiary.** This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto, and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

**4.4 Waiver and Remedies Cumulative.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

**4.5 Severability.** If any provision of this Agreement 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 Agreement shall be severable.

**4.6 Assignment.** This Agreement and the rights of the parties hereunder may not be assigned without the prior written consent of all of the other parties.

**4.7 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference or regard to the conflicts of law rules thereof.

**4.8 Interpretation.** The headings contained in this Agreement or in any exhibit or schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Except when the context otherwise requires, references to Sections, ARTICLES, Articles, Exhibits or Schedules contained herein shall refer to Sections, ARTICLES, Articles, Exhibits or Schedules of this Agreement. Any term defined in this Agreement shall be deemed to include derivations of such term. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction. Unless the context of this Agreement otherwise requires, words using the singular or plural number also include the plural or singular number, respectively.


**4.9 Mutual Drafting.** The parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement and therefore waive their effects.

**4.10 Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE PARTIES MAY BE A PARTY, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Contribution Agreement effective as of the date first written above.

**HARRIS RESEARCH, INC.**  
a Utah corporation

By:   
Name: Daniel Tarantin  
Title: President

**NHANCE, INC.**  
a Delaware corporation

By:   
Name: Daniel Tarantin  
Title: President

*Signature Page to Asset Contribution Agreement*

**TRADEMARK**  
**REEL: 004986 FRAME: 0493**



Schedule A

[Assigned IP - certain intellectual property rights ]

[See attached]

Schedule B

**Finance Business**

[See attached]

Schedule C

**Excluded Assets**

[See attached]

- Franchise Agreements with Canadian Master Franchisor.<sup>1</sup>

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<sup>1</sup> HRI Franchise counsel to confirm.

Exhibit A

**Intellectual Property Assignment Agreement**

[See attached]

Exhibit B

ASSIGNMENT OF PATENTS

This Assignment Agreement ("**Assignment Agreement**") is entered into effective as of December 31, 2012 (the "**Effective Date**") by and between Harris Research, Inc., a Utah corporation (the "**Assignor**") and NHance, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated December 31, 2012 ("**Asset Contribution Agreement**"), pursuant to which Assignor conveyed, assigned and transferred to Assignee, among other assets, the entire title, rights, interests, benefits, and privileges in and to all Intellectual Property, including but not limited to those patents specified on Exhibit A hereto (collectively, the "**Assigned Patents**"). Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to such terms in the Asset Contribution Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers and conveys, and confirms that is has assigned, transferred and conveyed to Assignee the whole entire right, title, and interest in and to the Assigned Patents, including all inventions and discoveries disclosed therein or encompassed thereby, divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

2. Authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under a treaty, convention or otherwise.

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Covenants, agrees and undertakes to execute, whenever requested by the Assignee, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all the Assigned Patents, all without further compensation to the Assignor.

5. This Assignment Agreement is entered into pursuant to and is subject to all of the terms of the Asset Contribution Agreement, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

6. This Assignment Agreement and the rights and obligations of the parties hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware, without regard to its rules of conflicts of law.


7. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

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

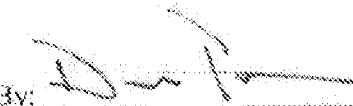
**ASSIGNEE:**

**NHANCE, INC.**  
a Delaware corporation

By:   
Name: Daniel Tarantin  
Title: President

**ASSIGNOR:**

**HARRIS RESEARCH, INC.**  
a Utah corporation

By:   
Name: Daniel Tarantin  
Title: President

*Signature Page to Assignment of Patents*

**TRADEMARK**  
**REEL: 004986 FRAME: 0500**

**Exhibit A**

**Assigned Patents**

Tracking ID	Title	Patent ID	Filing Date	Issue Date	Expiration Date	Status/Description
	Dust Containment Device for Surfacing Machines	7,056,198	6/14/2004	6/6/2006	6/14/2024	Patent covers the N-Hance dust skirts for the buffers.
	Sealer Composition	7,879,406 B2	5/15/2006	2/1/2011	5/15/2026	Patent covers a wood floor sealer that contains a neutralizing agent to seal-off acidic floors.
	Composition & Method of Cleaning and Neutralizing a Surface	8,097,575 B2	12/2/2004	1/17/2012	12/2/2024	Patent covers the N-Hance neutralizing cleaner. The cleaner contains a neutralizing agent to buffer acidic floors.
	A Matte Finish Composition	11/419,429	5/27/2005			Application covers the suspension of matting agent in polyurethane finishes. Abandoned.
	Chemical Etch for Factory Finished Floor	11/174,049	7/1/2005			Application covers a chemical used to etch factory wood floor finishes before an N-Hance finish is applied. Abandoned.
2735.28p	Flexible Translucent Color Matching Apparatus	61/385,029	9/21/2010			Application covers the N-Hance color matching films. Expired.
	Flexible Translucent Color Matching Apparatus	13/238979	9/21/2011			Application covers the N-Hance color matching films.
	Flexible Translucent Color Matching Apparatus	PCT/US 11/52633	9/21/2011			Application covers the N-Hance color matching films.
2735.2.29	Apparatus and method for Wood Finishing Sheets	61/500533	7/6/2011			Application covers the N-Hance Wood Finishing Sheets. Conversion has been submitted.



Exhibit C

**Assignment of Trademarks**

[See attached]

## Exhibit C

### ASSIGNMENT OF TRADEMARKS

This Assignment Agreement ("**Assignment Agreement**") is entered into effective as of December 31, 2012 (the "**Effective Date**") by and between Harris Research, Inc., a Utah corporation (the "**Assignor**") and NHance, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Contribution Agreement dated December 31, 2012 ("**Asset Contribution Agreement**"), pursuant to which Assignor conveyed, assigned and transferred to Assignee, among other assets, the entire title, rights, interests, benefits, and privileges in and to all Intellectual Property, including but not limited to those trademarks specified on Exhibit A hereto (collectively, the "**Assigned Trademarks**"). Capitalized terms used but not defined in this Assignment Agreement shall have the respective meanings ascribed to such terms in the Asset Contribution Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby, without reservation:

1. Assigns, transfers and conveys, and confirms that it has assigned, transferred and conveyed to Assignee as successor to the business of Assignor, the whole entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Covenants, agrees and undertakes to execute, whenever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, all without further compensation to the Assignor.

4. Hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Assigned Trademarks and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Assigned Trademarks that may have accrued in Assignor's favor up to the Effective Date of this Assignment Agreement. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

5. This Assignment Agreement is entered into pursuant to and is subject to all of the terms of the Asset Contribution Agreement, and nothing herein shall be deemed to

modify any of the representations, warranties, covenants and obligations of the parties thereunder.

6. This Assignment Agreement and the rights and obligations of the parties hereunder shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware, without regard to its rules of conflicts of law.

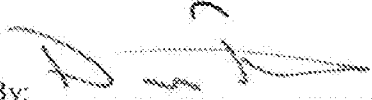
7. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

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

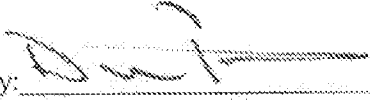
**ASSIGNEE:**

**NHANCE, INC.**  
a Delaware corporation

By:   
Name: Daniel Tarantin  
Title: President

**ASSIGNOR:**

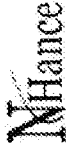

**HARRIS RESEARCH, INC.**  
a Utah corporation


By:   
Name: Daniel Tarantin  
Title: President

*Signature Page to Assignment of Trademarks*

**Exhibit A**

**Assigned Trademarks**

<b>Docket No.</b>	<b>Description/Title</b>	<b>Registration or Application No.</b>	<b>Filing Date</b>	<b>Class</b>	<b>Status</b>	<b>Mark</b>
11392.0231	Trademark -- N-hance (and design) (Color) - US	2,960,385 76/524,429	6/23/2003	International Classes 2, 37	Registered on 6/7/2005. Section 8/15 Open 6/7/2010 to 6/7/2011. Renewal due 6/7/2015.	
11392.0240	Trademark -- N-hance (and design) -- US	2,902,117 76/524,432	6/23/2003	International Classes 2, 37	Registered on 11/9/2004. Section 8/15 Open 11/9/2008 to 11/9/2009. Renewal due 11/9/2014.	
11392.0285	Trademark -- N-hance -- US	2,583,743 76/222,187	3/9/2001	International Class 37	Registered on 6/18/2002. Section 8/15 Open 6/18/2007 to 6/18/2008. Renewal due 6/18/2022.	Word Mark only.
11392.0314	Trademark -- No Dust. No Mess. No Odor. -- US	3,636,605 77/514,168	7/3/2008	International Class 37	Registered on 6/9/2009. Renewal due	

Docket No.	Description/Title	Registration or Application No.	Filing Date	Class	Status	Mark
11392.0231	Trademark -- N-Hance (Color) -- Australia	981537 (same for both registration and application no.)	12/9/2003	International Classes 2, 37.	Registered on 6/3/2004. Renewal due 12/9/2013.	
15478.0277	Trademark -- N-Hance (Color) -- Canada	1202164 TMA732,959	12/23/2003	International Classes 2, 37.	Registered on 1/22/2009. Renewal due 1/22/2019.	
2735.3.21CA	NO DUST, NO MESS, NO ODOR. - Canada	775996 TMA1414009	10/9/2008	International Classes 35, 40.	Registered on 9/1/2010. Renewal due 9/1/2025.	
15478.0280	Trademark -- N-Hance (Color) -- European Community Trademark	3579621 (same for both registration and application no.)	12/8/2003	International Classes 2, 37.	Registered on 12/8/2003. Renewal due 12/8/2013.	
15478.0279	Trademark -- N-Hance (Color) -- New Zealand	706635 (same for both registration and application no.)	12/10/2003	International Classes 2, 37.	Registered on 6/23/2003. Renewal due 6/23/2013.	

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