

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
MPC Inc.		01/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carus Corporation		
Street Address:	315 Fifth Street		
City:	Peru		
State/Country:	ILLINOIS		
Postal Code:	61354		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0754850	AQUADENE	
Registration Number:	3823483	BIOPURGE	
Registration Number:	4042190	STILES-KEM	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-460-5000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Joseph R. Lanser		
Address Line 1:	131 South Dearborn Street		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	68341-000001		
NAME OF SUBMITTER:	Joseph R. Lanser		

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Signature:	/jrl/
Date:	02/10/2014
Total Attachments: 7 source=Fully Executed MPC Trademark Assignment#page1.tif source=Fully Executed MPC Trademark Assignment#page2.tif source=Fully Executed MPC Trademark Assignment#page3.tif source=Fully Executed MPC Trademark Assignment#page4.tif source=Fully Executed MPC Trademark Assignment#page5.tif source=Fully Executed MPC Trademark Assignment#page6.tif source=Fully Executed MPC Trademark Assignment#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into January 15, 2014, effective as of December 31, 2013, by and between MPC INC., a Delaware corporation with an address of 1105 N. Market Street, Suite 1300, Wilmington, Delaware 19801 ("Assignor"), and CARUS CORPORATION, a Delaware corporation with an address of 315 Fifth Street, Peru, Illinois 61354 ("Assignee").

WHEREAS, Assignor and its affiliate, Pristine Water Solutions Inc., a Delaware corporation with an address of 1570 Lakeside Drive, Waukegan, Illinois 60085, have adopted, are using, or intend to use the trademarks set forth below, and Assignor is the owner of the following trademark registration[s] or application[s] for registration in the U.S. Patent and Trademark Office, the Brazilian Patent & Trademark Office, and the Canadian Intellectual Property Office, respectively (collectively the "Trademarks");

Trademark	Country	Registration No.	Registration Date
AQUADENE	United States	0,754,850	08/20/1963
AQUADENE	Brazil	819888818	08/24/1999
AQUADENE	Canada	TMA164388	08/01/1969
BIOPURGE	United States	3,823,483	07/27/2010
PHI	United States	N/A (unregistered)	N/A
PRISTINE WATER SOLUTIONS	United States	N/A (unregistered)	N/A
STILES-KEM	United States	4,042,190	10/18/2011

NOW, THEREFORE, in consideration of the foregoing, the sum of Five Dollars (\$5.00), the promises contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of Assignor's right, title, and interest, anywhere in the universe, in and to said Trademarks, including (i) the registrations of and future applications for registration of the Trademarks in any or all countries of the world, including the right to apply for trademark protection pursuant to any trademark conventions, treaties, agreements or understandings; (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registration thereof; and (iii) the right to sue and recover for, in law or equity, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present and future

infringement or dilution of or damage or injury to the Trademarks or the registration thereof or such associated goodwill.

2. Assignor hereby requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to issue trademarks and applications as aforesaid) to record Assignee as the owner of the Trademarks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Trademarks in the name of Assignee, as assignee of the Trademarks.

3. Assignor agrees, promptly upon request of the Assignee, or its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks. Such cooperation by Assignor shall include, giving of testimony, declarations, oaths, executing documents and providing assistance: (a) for complying with any duty of disclosure; (b) in the preparation and prosecution of any applications for registration or any applications of a renewal of a registration covering the Trademarks in the United States or any other country; (c) in connection with legal proceedings involving any Trademarks and any applications therefore, including without limitation, compulsory licensing proceedings, infringement actions and court actions; and (d) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Trademarks. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Trademarks with the same legal force and effect as if executed by Assignor. This appointment shall be irrevocable and deemed coupled with an interest.

4. Assignor covenants that it is the sole owner and holder of record title to the above-identified Trademarks and any trademark registrations that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

[signature page follows]

(EXECUTION VERSION)

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

ASSIGNOR:

MPC INC.

By: Neal E. Murphy
Name: Neal E. Murphy
Title: Vice President

By: Vina A. Carey
Name: Vina A. Carey
Title: Assistant Secretary

ASSIGNEE:

CARUS CORPORATION

By: _____
Name: _____
Title: _____

(EXECUTION VERSION)

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

ASSIGNOR:

MPC INC.

By: _____
Name: Neal E. Murphy
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

CARUS CORPORATION

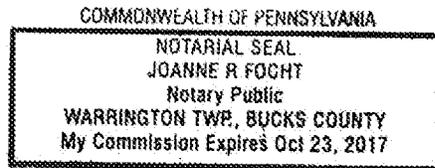
By: Susan F. Buchanan
Name: Susan F. Buchanan
Title: Vice President and Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA :
 BUCKS : ss:
COUNTY OF MONTGOMERY- : :

Before me, a notary public, in and for the State and County aforesaid, on this 14th day of January, 2014, personally appeared Neal E. Murphy, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the Vice President of MPC INC., the corporation that executed the foregoing instrument; that he executed said instrument on behalf of said corporation; and that he was duly authorized to do so, MPC INC., intending to be legally bound thereby and intending that said instrument be properly recorded.

[Seal]

Joanne R. Focht
NOTARY PUBLIC
My Commission Expires:



(EXECUTION VERSION)

STATE OF Delaware :
 :
COUNTY OF New Castle : ss.

Before me, a notary public, in and for the State and County aforesaid, on this 14th day of January, 2014, personally appeared Nina A. Coxey, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that he is the Asst. Secretary of MPC INC., the corporation that executed the foregoing instrument; that he executed said instrument on behalf of said corporation; and that he was duly authorized to do so, MPC INC., intending to be legally bound thereby and intending that said instrument be properly recorded.

[Seal]

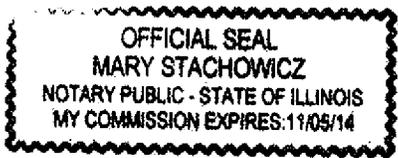
Cynthia L. Conner
NOTARY PUBLIC
My Commission Expires:

CYNTHIA L. CONNER
Notary Public - State of Delaware
My Commission expires June 3, 2017

STATE OF Ill. :
 :
COUNTY OF La Salle : SS.

Before me, a notary public, in and for the State and County aforesaid, on this 15th day of Jan., 2014, personally appeared Susan F. Buelow, who, having been by me duly sworn and having executed the foregoing instrument in my presence, did depose and say that s/he is the VP & Secretary of CARUS CORPORATION, the corporation that executed the foregoing instrument; that s/he executed said instrument on behalf of said corporation; and that s/he was duly authorized to do so, MPC INC., intending to be legally bound thereby and intending that said instrument be properly recorded.

[Seal]



Mary Stachowicz
NOTARY PUBLIC
My Commission Expires: 11-5-14