

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STABILITY ENVIRONMENTS, INC.		01/15/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SP Industries, Inc.		
Street Address:	935 Mearns Road		
City:	Warminster		
State/Country:	PENNSYLVANIA		
Postal Code:	18974		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4047335	STABILITY ENVIRONMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@dechert.com, erin.reimer@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	137995		
NAME OF SUBMITTER:	Erin Reimer		
SIGNATURE:	/Erin Reimer/		
DATE SIGNED:	01/29/2015		
Total Attachments: 4			
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RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT

This RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of January 15, 2015 (the "Effective Date") by and between STABILITY ENVIRONMENTS, INC., a corporation organized under the laws of Pennsylvania ("Assignor") and SP Industries, Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Mark (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize, and record the assignment of the Assigned Mark to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to the trademark registration listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made (collectively, the "Assigned Mark").

2. Assignor promptly shall execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Assigned Mark worldwide.

3. Assignor hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned parties, by their authorized representatives, have executed this Recordable Confirmation of Trademark Assignment as of the date first written above:

"ASSIGNEE":

SP INDUSTRIES, INC.

By: [Signature]
Name: William E. Downs
Title: CEO

"ASSIGNOR"

STABILITY ENVIRONMENTS, INC.

By: [Signature]
Name: JAY SILVERMAN
Title: PRESIDENT

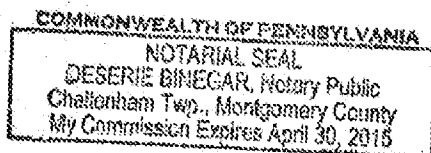
County of Montgomery)
) SS.
State of PA)

On this 13th day of Jan., in the year 2015, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)
(Notary Public)



ANNEX A

ASSIGNED MARK

TM Name (Jurisdiction)	Type of Mark	Goods and Services	Owner of Record	Reg. No.	Reg. Date	Status
STABILITY ENVIRONMENTS (UNITED STATES)	TRADEMARK	IC 009. US 021 023 026 036 038. G & S: Testing and research chambers, namely, controlled temperature, humidity and lighting chambers; laboratory incubators. FIRST USE: 20060106. FIRST USE IN COMMERCE: 20060126	Stability Environments, Inc.	4047335	November 1, 2011	LIVE