

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
SP Industries Limited Partnership		12/19/1996	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	SP Industries Inc.		
Street Address:	US Route 40 and Oak Road		
City:	Buena		
State/Country:	NEW JERSEY		
Postal Code:	08310		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2212122	LG LABGLASS	
CORRESPONDENCE DATA			
Fax Number:	(202)861-1783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-1500		
Email:	trademarks@bakerlaw.com		
Correspondent Name:	P. Jay Hines		
Address Line 1:	1050 Connecticut Avenue, N.W.		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
NAME OF SUBMITTER:	P. Jay Hines		
Signature:	/pjh/		
Date:	06/22/2005		

CH \$40.00 2212122

Total Attachments: 8

source=SPassignment#page1.tif

source=SPassignment#page2.tif

source=SPassignment#page3.tif

source=SPassignment#page4.tif

source=SPassignment#page5.tif

source=SPassignment#page6.tif

source=SPassignment#page7.tif

source=SPassignment#page8.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 19TH day of December, 1996 by SP INDUSTRIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor") with its principal place of business at US Route 40 and Oak Road, Buena, New Jersey 08310.

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated December 19, 1996 (the "Purchase Agreement"), between Assignor, SP INDUSTRIES, INC., a Delaware corporation ("Assignee") with its principal place of business at US Route 40 and Oak Road, Buena, New Jersey 08310, and for the limited purposes set forth therein, Trivest, Inc., a Delaware Corporation and Trivest Equity Partners I, Ltd., Trivest Fund I, Ltd. and Trivest Principals Fund 1988, limited partners of Seller, pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Intellectual Property (as such term is defined in the Purchase Agreement); and

WHEREAS, Assignor is willing, in connection with certain transactions being consummated on the date hereof, to assign to Assignee all of Assignor's right, title and interest in and to: (i) all common law trademarks, U.S. trademark registrations, and applications for registration listed on Schedule A attached hereto and the goodwill associated with the same; and (ii) all foreign trademark registrations, applications and rights listed on Schedule B attached hereto and the goodwill associated with the same (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby grant and exclusively assign to Assignee its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by the Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States to record Assignee as the Assignee and owner of the registered trademarks and applications for registrations set forth on Schedule A, for the sole use and enjoyment of Assignee, its successors, legal representatives and assigns.

42164788.3 121996 1028C 96303169

TRADEMARK
REEL: 1595 FRAME: 0948

TRADEMARK
REEL: 003108 FRAME: 0752

The representations, warranties and covenants with respect to the Trademarks are solely those set forth in, and are governed by, the Purchase Agreement which are incorporated herein by reference. The parties agree that nothing contained in this instrument is intended to constitute a modification of any of the provisions of the Purchase Agreement, including without limitation, Article 2 thereof. In the event of any conflict between the terms of this instrument and the Purchase Agreement, the parties agree between themselves that the provisions of the Purchase Agreement shall control.

Intending to be bound hereby, Assignor, by its duly authorized officer, has executed this Trademark Assignment effective as of the date and year set forth in the initial paragraph hereof.

SP INDUSTRIES LIMITED PARTNERSHIP

By: Trivest Group, Inc., its
Managing General Partner

By: 

Troy D. Templeton
Senior Vice President

42164788.3 121996 1028C 96303169

TRADEMARK
REEL: 1595 FRAME: 0949

TRADEMARK
REEL: 003108 FRAME: 0753

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

19th The foregoing assignment was acknowledged before me on this day of December, 1996, by Troy D. Templeton of Trivest Group, Inc., as Managing General Partner of SP Industries Limited Partnership, a Delaware limited partnership, on behalf of the limited partnership.

Ann T. Trombino
NOTARY PUBLIC
My Commission Expires: 8/2/99

~~~~~  
"OFFICIAL SEAL"  
Ann T. Trombino  
Notary Public, State of Illinois  
My Commission Expires 08/02/99  
~~~~~

42164786.3 121996 1028C 96303169

TRADEMARK
REEL: 1595 FRAME: 0950

TRADEMARK
REEL: 003108 FRAME: 0754

SCHEDULE A

Trademarks - Registered**

<u>Mark</u>	<u>Number</u>	<u>Date Issued</u>	<u>Section 8 & 15 due^{3/}</u>	<u>Renewal due</u>
VIRTIS				
1. FLUO-WAR	876,038	September 2, 1969		9/2/2009
2. MINIFREEZER	814,477	September 6, 1966		9/6/2006
3. PHOENIX PRECISION INSTRUMENTS	1,120,419	June 19, 1979		6/9/1999
4. UNITRAP	1,118,664	May 22, 1979		Canceled
5. PPI & Design	1,120,417	June 19, 1979		6/19/1999
6. PPI	941,439	August 22, 1972		8/22/2002
7. QUICKSEAL	882,386	December 16, 1969		12/16/1999
8. SRC	1,148,219	March 10, 1981		3/10/2001
9. UNICOOL	1,067,622	June 14, 1977		6/14/1997
10. VIRTIS	871,284	June 17, 1969		6/17/1999
11. VIRTIS	869,380	May 13, 1969		5/13/1999
12. VIRTIS & Design	948,449	December 12, 1972		12/12/2002
13. VIRTRONICS	866,270	March 11, 1969		3/11/2009
14. VIRTRONICS & Design	913,191	June 8, 1971		6/8/2001
15. MODUCULTURE	997,022	November 6, 1980		Expired
16. VIRTIS & Design	504,702 (Benelux)	September 13, 1991		9/13/2001
17. VIRTIS & Design	1,696,857 (France)	October 2, 1991		10/2/2001
18. VIRTIS & Design	2,039,039 (Germany)	June 24, 1993		11/26/2001
19. VIRTIS & Design	1,960,821 (Japan) ^{1/}	June 16, 1987		3/16/1997

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

47164788.2 12/1/2006 1041C 06303109

TRADEMARK
REEL: 1595 FRAME: 0951

TRADEMARK
REEL: 003108 FRAME: 0755

SCHEDULE A

Trademarks - Registered**

<u>Mark</u>	<u>Number</u>	<u>Date Issued</u>	<u>Section 8 & 15 due^{3v}</u>	<u>Renewal du²</u>
20. VIRTIS & Design	1,948,773 (Japan) ^{1v}	April 30, 1987		1/30/97
21. VIRTIS & Design	189,118 (Canada) ^{1v}	March 9, 1988		3/9/2003
HOTPACK				
22. PULSONIC	1,688,850	May 26, 1992		5/26/2002
23. HOTPACK and Design	1,065,693	May 17, 1977		5/17/1997
24. HEINICKE	868,158	April 15, 1969		4/15/2009
25. HOTPACK	694,889	March 22, 1960		3/22/2000
26. CYCLONIC and Design	1,259,861	December 6, 1983		12/6/2003
27. QUALITEMP	1,546,293	July 4, 1989		Abandoned
28. NATIONAL (Stylized)	1,544,270	June 20, 1989		(Section 8 & 15 not filed new application being filed to include new design feature)
29. QUADRAFLOW	1,563,139	October 31, 1989		5/16/2002
30. DECON	1,687,593	May 19, 1992		12/5/99
31. DRY-BOTTOM	1,569,388	December 5, 1989		11/14/09
32. MULTI-MODE	1,565,629	November 14, 1989		Abandoned
33. HEIKOLAX	1,583,230	February 20, 1990		1/9/2000
34. HEIKOL	1,575,939	January 9, 1990		1/23/2000
35. HEIKOL-E	1,578,510	January 23, 1990		

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

TRADEMARK
REEL: 1595 FRAME: 0952

TRADEMARK
REEL: 003108 FRAME: 0756

SCHEDULE A

Trademarks - Registered**

<u>Mark</u>	<u>Number</u>	<u>Date Issued</u>	<u>Section 8 & 15 due³</u>	<u>Renewal date</u>
36. HEIKOL-I	1,578,511	January 23, 1990		1/23/2000
37. HEIKOLAX-A	1,577,219	January 16, 1990		Abandoned
38. CRYO-PRECIPIPARATOR	925,167	December 7, 1971		Abandoned
39. FREEZE-MOBILE	1,093,179	June 13, 1978		6/13/1998
LUREX DIVISION				
40. LUREX (Stylized)	1,591,742	April 17, 1990		4/17/2000
41. LUREX	1,591,743	April 17, 1990		4/17/2000
42. ADJUSTATHERM	581,886	November 3, 1953		Abandon
43. ADJUSTATHERM	1,600,429	June 12, 1990		Abandon
44. HVS	1,576,108	January 9, 1990		1/9/2000
45. INTER-JOINT	643,582	April 2, 1957		4/2/1997
46. SGA	1,570,680	December 12, 1989		12/12/1999
47. SGA (Stylized)	846,688	March 26, 1968		3/26/2008
48. ZIMMERLI	1,601,965	June 19, 1990		Abandon
WILMAD GLASS DIVISION				
49. TAPERLOK	1,015,694	July 15, 1975		7/15/2005
50. WILMAD	971,284	October 13, 1973		10/13/2003
51. W WILMAD & Design	1,152,946	May 5, 1981		5/5/2001
LAB GLASS DIVISION				
52. LG & Design	704,285	September 13, 1960		9/13/2000

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

42164768.2 12/12/96 *JALC 98303168

TRADEMARK
REEL: 1595 FRAME: 0953

TRADEMARK
REEL: 003108 FRAME: 0757

SCHEDULE A

Trademarks - Registered**

Mark	Number	Date Issued	Section 8 & 15 due ^{3/}	Renewal due
53. TORNADO	1,735,645	November 24, 1992	11/24/97	11/24/2002
54. CHROMWARE	1,735,639	November 24, 1992	11/24/97	11/24/2002
55. FILTERWARE	1,766,615	April 20, 1993	4/20/98	4/20/2003
DOERR GLASS DIVISION				
56. D & Diamond Design	634,004	September 4, 1956		9/4/1996
57. DORMAX	1,138,271	July 29, 1980		7/29/2000
58. LG & Design	122,902 (Canada) ^{2/}	July 21, 1991		7/21/2006
59. DORMAX	334,098 (Canada) ^{2/}	November 13, 1987		11/13/2002
60. DOERR GLASS COMPANY	1,740,999	December 22, 1992	12/22/97	12/22/2002

1/ Trademark still registered under The VirTis Company, Incorporated.

2/ Trademark still registered under The VirTis Company, Inc., a Delaware corporation.

3/ Unless noted differently, all Section 8 and 15 filings have been filed where applicable.

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

Trademark Applications

Date Filed

Number

Description

HOTPACK DIVISION

1. HEIKOL-A
Ser #75/054960
February 8, 1996
2. National and Design
Not Known

LAB GLASS DIVISION

3. LG & Design
Not Known

RECORDED: 12/30/1996

TRADEMARK
REEL: 1595 FRAME: 0955

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

42164786.2 12/12/93 1041C 00303.00

RECORDED: 06/22/2005

TRADEMARK
REEL: 003108 FRAME: 0759