

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bright Solutions, Inc.		11/21/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Keystone Aniline Corporation
Street Address:	2501 W. Fulton Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60612
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1873486	BS
Registration Number:	1963142	STAY-BRITE
Registration Number:	2078889	UV PRO+
Registration Number:	2128978	STAY-BRITE
Registration Number:	2197670	BS
Registration Number:	2315502	BS
Registration Number:	2455748	BRITE-OUT
Registration Number:	2478416	QUICK & EASY
Registration Number:	2518377	APOLLO
Registration Number:	2525835	BRITE-SHOT
Registration Number:	2532552	A/C INVESTIGATOR
Registration Number:	2610496	X-CITER
Registration Number:	2650417	A/C DETECTIVE

CORRESPONDENCE DATA

**900096865**

**TRADEMARK  
 REEL: 003699 FRAME: 0390**

**CH \$340.00 1873486**

Fax Number: (202)429-3902  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2024293000  
Email: czazzaro@steptoe.com  
Correspondent Name: Harold H. Fox/Steptoe & Johnson LLP  
Address Line 1: 1330 Connecticut Avenue, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	14919.0001
NAME OF SUBMITTER:	Harold H. Fox
Signature:	/hfox/
Date:	01/18/2008

Total Attachments: 6  
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## INTELLECTUAL PROPERTY ASSIGNMENT AND AGREEMENT

This Intellectual Property Assignment and Agreement (the "Assignment") is made effective as of the 21<sup>st</sup> day of November, 2007, by and between Bright Solutions, Inc., a Michigan corporation ("Assignor"), and Keystone Aniline Corporation, an Illinois corporation ("Assignee").

### INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the intangible property listed on the attached Schedule A (hereinafter, the "Intangible Property");

WHEREAS, Assignee is desirous of acquiring all rights to the Intangible Property.

### ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Intangible Property to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Intangible Property.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Intangible Property, to the extent of any registrations or applications for registration.
3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Intangible Property. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration or application for registration of any Intangible Property.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents

and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to any conflict of laws provisions.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Intangible Property Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

Bright Solutions, Inc.

By:

*Edward H. Pappas*

Name: Edward H. Pappas

Title: Receiver of Bright Solutions, Inc.,  
did not individually

STATE OF Michigan )

) SS:

COUNTY OF Oakland )

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 11th day of November 2007, personally appeared before me Edward H. Pappas, the Receiver of BRIGHT SOLUTIONS, INC., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Receiver of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

LYNDA J JABLONSKI

Notary Public, Macomb County, MI  
Acting In Oakland County, Michigan  
My Commission Expires on 03-02-2012

*Lynnda J Jablonski*  
\_\_\_\_\_  
Notary Public

ACCEPTED:

Keystone Aniline Corporation,  
as Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

**BRIGHT SOLUTIONS, INC. INFORMATION IN PRINTED AND ELECTRONIC FORM EXCEPT AS SPECIFICALLY EXCLUDED BY OTHER PARTS OF THIS AGREEMENT**

www.brightsol.com domain name

E-mail addresses using brightsol.com after the @ symbol

Telephone numbers: 248.614.9061, 248.614.9062, 248.614.9063, 248.614.9064, 248.614.9065, 248.614.9191, 1.888.BRIGHT1, 800.457.6280

Fax numbers: 248.614.9066, 1.888.BRIGHT2

Slogan: Bright Solutions – Bringing Ideas to Light

**BRIGHT SOLUTIONS, INC. EXISTING & PAST CUSTOMER LIST  
BRIGHT SOLUTIONS, INC. EXISTING & PAST VENDOR LIST  
BRIGHT SOLUTIONS, INC. CUSTOMER APPROVALS  
BRIGHT SOLUTIONS, INC. OEM APPROVALS  
EXISTING MARKETING MATERIALS  
ISO9000 REGISTRATION  
BRIGHT SOLUTIONS, INC TEST REPORTS  
BRIGHT SOLUTIONS, INC TECHNICAL REPORTS  
BRIGHT SOLUTIONS, INC. PRODUCT FORMULATIONS  
BRIGHT SOLUTIONS, INC. PRODUCT DESIGNS & BLUEPRINTS  
BRIGHT SOLUTIONS, INC. KNOW-HOW REQUIRED TO MANUFACTURE  
EXISTING PRODUCTS**

**BRIGHT SOLUTIONS, INC. INFORMATION IN PRINTED AND ELECTRONIC FORM EXCEPT AS SPECIFICALLY EXCLUDED BY OTHER PARTS OF THIS AGREEMENT**

Memberships in professional and trade organizations such as MACS, AAIA, SAE, etc.

**SCHEDULE A**

**TRADEMARKS & TRADE NAMES – TO BE ASSIGNED BY USPTO & ANY FOREIGN EQUIVALENT AUTHORITY TO BUYER**

#	COUNTRY	DATE	DESCRIPTION (UNOFFICIAL)
1,873,486	USA	17-Jan-95	BRIGHT SOLUTIONS DESIGN. Chemical products, namely flushing solutions for automobile air conditioners and other refrigeration systems
1,963,142	USA	19-Mar-96	STAY-BRITE. Leak detection chemicals for use in heating, ventilating, refrigeration and air condition systems
2,078,889	USA	15-Jul-97	UV PRO+. Leak detection lamp
2,128,978	USA	13-Jan-98	STAY-BRITE. Leak detection dyes for use in internal combustion engines, transmissions, hydraulic systems, compressors, gear boxes, lubrication systems, cooling systems, and power steering systems
2,197,670	USA	20-Oct-98	BRIGHT SOLUTIONS (STYLIZED MARK). Leak detection dyes for use in internal combustion engines, transmissions, hydraulic systems, compressors, gear boxes, lubrication systems, cooling systems, and power steering systems
2,315,502	USA	8-Feb-00	Trademark "B"
527,126	CANADA	28-Apr-00	Brite-Out trademark registration in Canada
2,455,748	USA	29-May-01	Brite-Out trademark registration in United States
2,478,416	USA	14-Aug-01	Quick & Easy trademark registration in the United States
2,518,377	USA	11-Dec-01	Apollo trademark registration in the United States
2,525,835	USA	1-Jan-02	Brite-Shot trademark registration in the United States
2,532,552	USA	22-Jan-02	A/C Investigator trademark registration in the United States
2,610,496	USA	20-Aug-02	X-Citer trademark registration in the united States
2,650,417	USA	12-Nov-02	A/C Detective trademark registration in the United States

**SCHEDULE A**

**TRADEMARKS & TRADE NAMES - Never registered by BSI but to be usable by BUYER:**

A/C GUARDIAN  
BRIGHT SOLUTIONS  
CLEAN AND GONE  
CLEAN-SHOT  
CLEAR-FLUSH  
EASY-FILL  
ELECTRO-PRO  
ELECTRO-PRO V12  
ELECTRO-PRO V14  
QUASAR  
QUASAR MARK 1  
QUASAR MARK 2  
REMOTE ENTRY PRO  
SCANGAS  
SCANGAS 5000  
STAR-BRIGHT  
SUPRA-LED  
SUPRA-LED GOLD EDITION  
SUPRA-LED PLATINUM EDITION  
X\_CITER PRO2  
X-CITER PRO1

**BATTERY ALERT – AS PERMITTED BY BATTERY ALERT LTD. OF ISRAEL TO BE USED BY BSI AND NOW ASSIGNED TO BUYER FOR ITS USAGE AS MAY BE PERMITTED BY BATTERY ALERT LTD. OF ISRAEL**