

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Katherine C. Kropp
Stacy Kropp

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Coliance Corporation

Internal Address: _____

Street Address: 524 S.E. Transport Dr.

City: Lee's Summit

State: Missouri

Country: USA Zip: 64081

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Missouri
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,342,404

3,150,361

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

B BRIGHT SOLUTIONS - 3,342,404

BRITE LITES - 3,150,361

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pedro J. Rivera

Internal Address: Bryan Cave LLP
Suite 2200

Street Address: Two North Central Avenue

City: Phoenix

State: AZ Zip: 85004-4406

Phone Number: (602) 364-7000

Fax Number: (602) 364-7070

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4467

Authorized User Name _____

9. Signature:



March 14, 2008

Signature

Date

Pedro J. Rivera

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003740 FRAME: 0793

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (this "**Agreement**") is to be effective this 6th day of February 2008, by and among Katherine C. Kropp, an individual, Stacy Kropp, an individual (together the "**Assignors**"), and Coliance Corporation, a Missouri corporation having a business address of 524 S.E. Transport Drive, Lee's Summit, Missouri 64081 ("**Assignee**").

WHEREAS, Assignors own right, title, and interest in, to, and under any and all subject matter of the inventions disclosed and/or claimed in the patent and patent application set forth on the attached Schedule A (collectively, the "**Patents**") and all Trademark set forth on the attached Schedule A (the "**Trademark**"), as amended from time to time, and attached hereto and incorporated herein by reference;

WHEREAS, pursuant to that certain Subscription Agreement between Katherine C. Kropp and Assignee of even date herewith (the "**Subscription Agreement**"), Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in the Patents and Trademark in the United States and throughout the world. Capitalized terms not defined herein shall have the meaning ascribed to them in the Subscription Agreement.

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Subscription Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignors agree to assign and hereby assign to Assignee all of Assignors' right, title and interest to the Trademark (including, but not limited to, all common law rights in the Trademark and any and all goodwill associated with the Trademark) and any and all subject matter of inventions disclosed and/or claimed in the Patents, in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights in which such applications are entitled under international conventions, treaties, or otherwise.

This assignment includes, but is not limited to:

- i. any and all federal rights (including, but not limited to, all rights afforded by Titles 17 and 35, United States Code) associated with any of the Trademark and Patents or related inventions;
- ii. any and all state, foreign, convention, and/or treaty rights associated with any of the Trademark and Patents or related inventions;
- iii. any and all applications for registering any of the Trademark and Patents or related inventions;
- iv. any and all registrations for any of the Trademark and Patents or related inventions;

- v. any and all renewals and extensions of the Trademark, and any and all continuation applications of, continuations-in-part applications of, continued prosecution applications of, divisional applications of, any other applications claiming priority from, reexaminations of, and reissuances of any of the Patents or related inventions;
- vi. the right to sue for present, past, and future infringement relating to any of the Trademark and Patents or related inventions;
- vii. the right to enforce any rights and file any causes of action, in law and/or equity, relating to any of the Trademark and Patents or related inventions;
- viii. the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any of the Trademark and Patents or related inventions; and
- ix. any and all other legal protections for any of the Trademark and Patents or related inventions.

The right, title, and interest in the Patents and Trademark is to be held and enjoyed by Assignee, and its successors and assigns, as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made.

Assignors request the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of said invention(s) to Assignee, its successors and assigns, and, if called upon by Assignee, its successors, assigns, or legal representatives, Assignors agree to promptly execute, and/or to promptly obtain the execution of, any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to Assignee, its successors and assigns.

Assignors represent and warrant to Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, lease, license, assessments, pledges, conditional sales agreements, liens, security interests or other encumbrance to anyone other than Assignee.

Assignors grant to Assignee, its successors, assigns, and legal representatives the power to insert on this Agreement any further identification, including the application number and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein and that they have not made any agreement in conflict with this Agreement. Assignors further agree that they will provide information within their knowledge or belief, and do any and all other relevant things that Assignee, its successors, assigns, or legal representatives deem necessary or desirable and request of Assignors in connection with obtaining, maintaining, and/or confirming any such Patents and Trademark and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such Patents and Trademark and/or rights; in order to perfect, confirm, and/or

enforce the ownership by Assignee, its successors and assigns, of the right, title, and interest conveyed by this Agreement; and/or in connection with this Agreement, however, that Assignee will bear all reasonable expenses actually incurred for or in connection with such matters.

This Agreement and all provisions hereof will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

COLIANCE CORPORATION.
(Assignee)

By: 

Name: ROBERT F. GRIESENAUER

Title: PRESIDENT

Dated: February 6, 2008

SCHEDULE A**Trademark Registration**

Mark: B BRIGHT SOLUTIONS logo
Registration No.: 3,342,404
Registration Date: November 27, 2007
Filing Date: December 30, 2004

Mark: BRITE LITES
Registration No.: 3,150,361
Registration Date: October 3, 2006
Filing Date: December 30, 2004

Patent

Title: MULTI-COMPONENT KIT AND METHOD FOR PRETREATMENT,
RESURFACING, AND RESTORATION OF PLASTIC MATERIAL

Patent No.: 7,045,001
Filing Date: November 4, 2002
Issue Date: May 16, 2006

Patent Application

Title: MULTI-FORMULATED COMPOSITION AND METHOD FOR
PRETREATMENT, RESURFACING, AND RESTORATION OF
PLASTIC MATERIAL

Application No.: 11/435,167
Filing Date: May 16, 2006



Facsimile Cover

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Date: March 14, 2008
 From: Pedro J. Rivera Telephone: (602) 364-7037

To: Assignment Services Branch Fax Number: (571) 273-0140
 Company: U.S. Patent and Trademark Office Telephone:

Matter 0106140 Number of Pages Including Cover: 8
 Message:
 Please see attached Recordation Form Cover Sheet for Trademark Registration Nos. 3,342,404 and 3,150,361.

To Sender:

Do you wish to be contacted when fax is sent? Yes No
 Do you wish to be contacted at your home/office if fax cannot be sent within one hour? Yes No
 Tel:

If all pages are not received, please call (602) 364-7366 or 557076.

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RECORDED: 03/14/2008

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