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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
GMD Properties, Inc.		10/31/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	GMD Acquisition Corp.	
Street Address:	3120 Forrer Street	
City:	Cincinnati	
State/Country:	ОНЮ	
Postal Code:	45209	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1798543	THERMO-MINDER

CORRESPONDENCE DATA

Fax Number: (513)381-0205

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-381-2838

Email: bayliss@taftlaw.com

Correspondent Name: Linda D. Bayliss, paralegal

Address Line 1: 425 Walnut Street

Address Line 2: Suite 1800

Address Line 4: Cincinnati, OHIO 45202

AME OF SUBMITTER: Linda D. Bayliss, paralegal		
Signature:	/Linda D. Bayliss, paralegal/	
Date:	05/07/2008	

Total Attachments: 6

TRADEMARK REEL: 003773 FRAME: 0246

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "<u>Assignment</u>"), dated as of October 31, 2007, is made and entered into by and between GMD PROPERTIES, INC., a Texas corporation ("<u>Assignor</u>"), and GMD ACQUISITION CORP., a Delaware corporation ("<u>Assignee</u>").

RECITALS

Assignor is the owner of intellectual property, including, without limitation, inventions, designs, licenses, patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, trade dress, trade secrets, net names (collectively, the "<u>Property</u>"), that Assignor desires to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1. <u>General</u>. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Property. <u>Schedule A</u> attached hereto includes a nonexhaustive listing of the Property.

1.2. Patents. Without limiting the generality of **Section 1.1**,

- (a) Assignor assigns, conveys, and transfers unto Assignee Assignor's current entire worldwide right, title, and interest in and to the inventions and the subject matter disclosed in the patents and patent applications included in the Property, and in and to all letters patent domestic or foreign issued or to be obtained thereon, all related reissues, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations, and any patent application claiming priority to any of the aforementioned applications, including all rights and interests with priority rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, European Patent Convention, Common Market Convention, or any other convention or Union for each country of said Convention or Union and all licenses related to any of the foregoing, as well as the right to recover for past infringement of such patents and any prior breach of such licenses.
- (b) Assignor authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any similar governmental authority in a foreign jurisdiction to issue to Assignee, its successors and assigns, all letters patent domestic and foreign granted upon the subject matter transferred herewith.

1.3. Trademarks. Without limiting the generality of **Section 1.1**,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's current entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names

included in the Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Property in the countries in which such Property is protected.

[SIGNATURE PAGE FOLLOWS]

{W1077232.4}

IN WITNESS WHEREOF, this Assign Assignor and Assignee effective as of the date fi	ment has been duly and validly executed by
ASSIGNOR: GMD PROPERTIES, INC., a Texas corporation	ASSIGNEE: GMD ACQUISITION CORP., a Delaware corporation
By: Swaf Dell	Ву:
Name: GERALD J REIER	Name:
Title: PRESIDENT	Title:
STATE OF TEXAS) SS COUNTY OF TARRANT)	
The foregoing instrument was acknowled 2007, by GERALD J REIER, the PREST corporation, on behalf of the corporation. DIANA McDOWELL NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 6-19-2010	dged before me this 31 day of OCTOBER, IDENT of GMD Properties, Inc., a Texas Notary Public
STATE OF OHIO) SS COUNTY OF)	
The foregoing instrument was acknowled 2007, by, the	of GMD Acquisition Corp., a
	Notary Public

Assignment of Intellectual Property Signature Page

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

ASSIGNOR:		ASSIGNEE:		
GMD PROPERTIES, INC., a Texas		GMD ACQUISITION CORP., a		
Corporation By: Name:		Delaware corporation		
		By: Dear. Blaz		
		Name: Dennis W. Blazer		
Title:		Title: Treasurer		
	`			
STATE OF)) SS			
COUNTY OF)			
The foregoing in	strument was acknow	wledged before me this day of ,		
2007, by	, the	wledged before me this day of, of GMD Properties, Inc., a Texas		
corporation, on behalf or	f the corporation.			
		Notary Public		
STATE OF OHIO)			
COUNTY OF HAMIL1) SS (od)			
	zer, the Treasurer of	wledged before me this 31st day of October, GMD Acquisition Corp., a Delaware corporation,		
		Bridget C. Hoffman		
		Notary Public // V		

BRIDGET CHRISTINE HOFFMAN Attorney et Law Notary Public, State of Ohlo My Commission Has No Expiration Date. Section 147.03 O.R.C.

SCHEDULE A

I. Registered Patents

	<u>Patent</u>	Patent No.	Issue Date	<u>Jurisdiction</u>	
	Patent for Reclaiming Foundry Sand				
		4,549,698 4,508,277 P1 82 04 833 1204271 2114017B 159306	10/29/85 4/2/85 7/14/87 5/3/86 2/26/86 5/15/89	United States United States Brazil Canada United Kingdom Mexico	
	Method for Separating Hazardous Substances in Waste Foundry Sand 4,978,076 12/18/90 United States				
	Method for Cooling and Cleaning Foundry Sand 5,217,170 6/08/93 United States				
	Method for Controlling Oxidation and Calcination of Waste Foundry Sand 5,251,684 10/12/93 United States				
II.	Pending Patent Applications				
	Patent Application No. Application Date Jurisdiction				
	None.				
III.	Patent License	es			
	<u>Patent</u> None.	Patent No.	Issue Date	<u>Jurisdiction</u>	
IV.	Registered Trademarks and Service Marks				
	<u>Trademark</u> Thermo-Minde	Registration No r 1,798,543	Registration Date []	Jurisdiction United States	
V.	Pending Trademark and Service Mark Applications				
	Trademark App None.	olication No.	Application Date	<u>Jurisdiction</u>	

VI. Unregistered Trademarks

TrademarkJurisdictionThermo-ScrubberUnited StatesPNU ScrubberUnited StatesPNU CoolerUnited StatesPNU Cooler-ScrubberUnited States

TETS Totally Enclosed Treatment System United States

PIN Powder Inductor Nozzle

VII. Trademark Licenses

None

VIII. Trade Secrets

None

IX. Net Names

www.gmdenv.com

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RECORDED: 05/07/2008