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
N-TRON CORP.		09/30/2010	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	N-Tron Corporation
Street Address:	820 S. University Blvd.
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36609
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2869885	N-TRON

CORRESPONDENCE DATA

Fax Number: (717)260-1641

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

Phone: 717-232-8000

Email: trademarks@mwn.com

Correspondent Name: Sue Heberlig
Address Line 1: 100 Pine Street

Address Line 4: Harrisburg, PENNSYLVANIA 17108

ATTORNEY DOCKET NUMBER:	356/24915-0001
NAME OF SUBMITTER:	Sue Heberlig
Signature:	/SueHeb/
Date:	02/15/2011

TRADEMARK REEL: 004478 FRAME: 0224

Total Attachments: 7	
source=A2324692#page1.tif	
source=A2324692#page2.tif	
source=A2324692#page3.tif	
source=A2324692#page4.tif	
source=A2324692#page5.tif	
source=A2324692#page6.tif	
source=A2324692#page7.tif	
source-Az5z409z#page7.tti	

TRADEMARK
REEL: 004478 FRAME: 0225

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>") is made and entered into as of September 30, 2010, by and between N-TRON CORP., an Alabama corporation ("<u>Assignor</u>"), and N-Tron Corporation, a Delaware corporation ("<u>Assignee</u>") (collectively referred to as the "<u>Parties</u>").

WHEREAS, pursuant to the Asset Purchase Agreement between Assignee, Assignor and each of the shareholders of Assignor, dated as of August 20, 2010 (the "Agreement"), Assignor has assigned all right, title and interest in the Intellectual Property (as defined by reference therein) throughout the world, including any and all U.S. and non-U.S. trademarks and trademark applications listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Intellectual Property, including the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office and other foreign trademark offices, as applicable; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the Trademarks including all goodwill of any business associated and connected therewith or symbolized thereby, as well as all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.
- 2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.
- 3. Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, whether in the United States or outside the United States, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to effectively transfer, convey, assign and deliver to Assignee any of the Trademarks, or to enable Assignee to exercise and enjoy all rights and benefits of Assignor with respect thereto.
- 4. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

1

of the parties hereto and delivered to Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Assignment shall be as effective as delivery of a manually executed counterpart of this Assignment. Each of the parties hereto agrees that a signature affixed to a counterpart of this Assignment and delivered by facsimile (or other electronic transmission) by any person is intended to be its signature and shall be valid, binding and enforceable against such person.

5. This Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Intellectual Property.

[Remainder of this page intentionally left blank]

2

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

N-TRON CORP.

By: Name:

Warren H. Nicholson

Title:

President

N-TRON CORPORATION

By:

Name:

Michael Granby

Title:

President

Trademark Assignment

STATE OF ALABAMA)	
)	SS
COUNTY OF MOBILE)	

Before me, the undersigned authority, on this 29th day of September, 2010, personally appeared Warren H. Nicholson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in his capacity as President of N-Tron Corp., an Alabama corporation, and with authority to act in this assignment on behalf of the corporation.

Notary Public

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

N-TRON CORP.

By: Name:

Warren H. Nicholson

Title:

President

N-TRON CORPORATION

By: Name:

Title:

President

Trademark Assignment

STATE OF KALL
COUNTY OF JORK) ss.
Before me, the undersigned authority, on this day of 2010, personally appeared where we known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the lateral way.
Belmda S Kuhn
(Signature of Notary)
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL BELINDA S. KUHN, Notary Public Manchester Twp., York County My Commission Expires December 30, 2010
(Legibly Print or Stamp Name of Notary)

Trademark Assignment

Schedule 1 Trademarks

Registered Trademarks	Country	Registered Owner	Renewal Date	Registration or Application No.
N-TRON & design	Australia	Seller	08/10/2017	Reg. 945546
N-TRON & design	Canada	Seller	03/11/2024	Reg. TMA736,162
N-TRON & design	European Union	Seller	08/13/2017	Reg. 006193502
N-TRON & design	Federation of Russia	Seller	08/10/2017	Reg. 945 546
N-TRON & design	Singapore	Seller	08/10/2017	Reg. 945546
N-TRON & design	United States	Seller	Pending	Reg. 2,869,885
N-TRON & design	World Trade Organization	Seller	08/10/2017	Reg. 945 546
Pending Trademarks	Country	Owner		
N-TRON & design	China	Seller		
N-TRON & design	South Korea	Seller		
N-TRON & design	Switzerland	Seller		

TRADEMARK REEL: 004478 FRAME: 0232

RECORDED: 02/15/2011