

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNI INTERNATIONAL		12/29/2011	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	OMNI ACQUISITION		
Street Address:	One Wilshire Boulevard, Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2885749	COMFORT FORMULATION	
Registration Number:	2875222	PROTECTING PEOPLE AND PRODUCTS	
Registration Number:	3344778	OMNI SHIELD	
Registration Number:	2741306	OMNITECH	
Registration Number:	2595482	OMNITRUST	
Serial Number:	77842082	OMNISAFE	
CORRESPONDENCE DATA			
Fax Number:	(213)624-1376		
Phone:	213.629.7611		
Email:	r.dammann@mpglaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Reid Eric Dammann,		
Address Line 1:	One Wilshire Boulevard, Suite 2000		
Address Line 2:	MUSICK PEELER LLP		

OP \$165.00 2885749

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 87470.001

NAME OF SUBMITTER: Reid Eric Dammann

Signature: /reid dammann/

Date: 01/10/2012

**Total Attachments: 6**

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## EXHIBIT "E"

### ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (hereinafter "*Assignment*") is made effective as of December \_\_, 2011, from OMNI INTERNATIONAL, LLC, (hereinafter "*Assignor*"), of 360 Route 101, Building 3, Bedford, NH 03110, to OMNI ACQUISITION CORPORATION, (hereinafter "*Assignee*"), of One Wilshire Blvd., Suite 2000, Los Angeles, CA90017.

### RECITALS

WHEREAS, Assignor is the owner of certain trademark registrations in the United States Patent and Trademark Office ("*USPTO*") and the registrant of one trademark application, more specifically described and identified in Exhibit "A" attached hereto and incorporated by reference hereinafter (the "*Trademarks*").

WHEREAS, Pursuant to that certain Asset Purchase Agreement dated October \_\_, 2011 by and among Assignor, Assignee and Thomas Menk, Assignor shall convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. Transfer of Trademarks. Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee, its successors and assigns, the entire right, title and interest in, and throughout the world, to the Trademarks, as well as all corresponding domestic and foreign applications, or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Trademarks or similar legal protection to the Assignee.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

2. Representations and Warranties. The Assignor hereby represents as follows: The Assignor has the right, power and authority to enter into this Assignment; The Assignor has the exclusive ownership of all right title and interest in the Trademarks; The Trademarks are free of any liens, security interests, encumbrances, assignments or licenses; The Trademarks are not the subject of any legal proceedings or regulatory or enforcement action; The Assignor shall not execute any writing or do any act whatsoever conflicting with this Assignment; Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution.

The Assignor represents and warrants that it will use its commercially best efforts to not engage in any action that will be detrimental to the validity of the Trademarks after the completion of this Assignment.

The Assignee hereby represents and warrants as follows: The Assignee is a New Hampshire corporation duly registered and validly existing under the laws of the State of New Hampshire; The Assignee, subject to its business scope and corporate power, has taken necessary steps and obtained full authority and all consents and approvals of any other third party necessary to execute and perform this Assignment, which shall not be against any enforceable and effective laws or contracts; and once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against it in accordance with its terms.

3. Authorization and Request. Assignor authorizes and requests that the Commissioner of Patents and Trademarks, or foreign equivalent thereof, to record this Assignment of Trademark.

4. Fees and Costs. Each Party shall be responsible for its own costs, attorneys' fees, and all other expenses in connection with the matters referred to in this Assignment, except as otherwise set forth herein. In the event of a breach of any term or provision of this Assignment, and/or the filing of a legal or arbitration proceeding in connection with the enforcement or interpretation of any provision of this Assignment, the prevailing party shall, in addition to any other remedies available to such Party, be entitled to reasonable attorneys' fees and costs, including reasonable expert witness fees and costs, from the losing party.

5. Effective Date and Term. This Assignment has been duly executed by authorized representatives of both parties as of the date first set forth above and shall be effective simultaneously.

6. Amendment and Supplement. Any amendment and/or supplement of this Assignment shall come into force only after a written agreement is signed by both parties. The amendment and/or supplement duly executed by both parties shall be part of this Assignment and shall have the same legal effect as this Assignment.

7. Severability. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Assignment invalid or unenforceable in any other jurisdiction.

8. Construction. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

9. Voluntary Execution of Assignment. This Assignment is executed voluntarily and without any duress or undue influence on the part of or on behalf of any of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that: they have read this Assignment; they have been represented in the preparation, negotiation, and execution of this Assignment by legal counsel of their own choice or that they have voluntarily declined to seek such counsel; they understand the terms and consequences of this Assignment and of the releases it contains; and they are fully aware of the legal and binding effect of this Assignment.

10. Counterpart. This Assignment may be signed by the parties in counterpart as if executed in a single unitary document.

11. Choice of Law and Venue. The validity, interpretation and implementation of this Assignment shall be governed by the laws of the State of New Hampshire. This Assignment and any dispute arising from the relationship between the parties to this Assignment, shall be governed and determined by New Hampshire law. Any dispute that arises under or relates to this Assignment (whether contract, tort, or both) shall be resolved in Federal or Superior Court in Concord, New Hampshire, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

**"Assignor"**

OMNI INTERNATIONAL, LLC

By: J. A. Merrill

Its: Chairman

*[Assignor's signature to be notarized.]*

**"Assignee"**

OMNI ACQUISITION CORPORATION

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

Its: \_\_\_\_\_

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"Assignor"

OMNI INTERNATIONAL, LLC

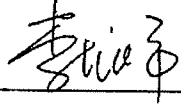
By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Assignor's signature to be notarized.]*

"Assignee"

OMNI ACQUISITION CORPORATION

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

Its: \_\_\_\_\_

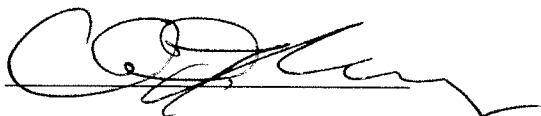
**ACKNOWLEDGEMENT**

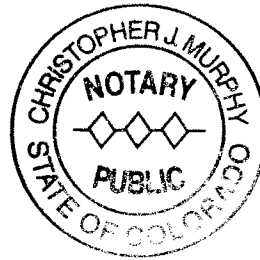
State of COLORADO  
County of ROUITT

On 29<sup>th</sup> December <sup>2011</sup> before me, Thomas A. Meuk (here insert name and title of the officer), personally appeared Before me with I.D. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) [is/are] subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized capacity(ies), and that by [his/her/their] signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of COLORADO that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
exp - 07/28/2013



(Seal)

**EXHIBIT "A"**

**I. Registered Trademark(s)**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Granted By</u></b>	<b><u>Registration No.</u></b>
1. COMFORT FORMULATION	USA	USPTO	Certificate of Registration (9/21/2004), Registration No. 2,885,749
2. PROTECTING PEOPLE AND PRODUCTS	USA	USPTO	Certificate of Registration (8/17/2004), Registration No. 2,875,222
3. OMNI SHIELD	USA	USPTO	Certificate of Registration (11/27/2007), Registration No. 3,344,778
4. OMNITECH (and Design)	USA	USPTO	Certificate of Registration (7/29/2003), Registration No. 2,741,306
5. OMNITRUST (and Design)	USA	USPTO	Certificate of Registration (7/16/2007), Registration No. 2,595,482

**II. Pending Trademark(s)**

<b><u>Trademark</u></b>	<b><u>Nature of Application</u></b>	<b><u>Serial No.</u></b>
1. OMNISAFE (and Design)	Trademark Application for OMNISAFE (and Design)	77842082