

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/29/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	Omni Liquidation Company, LLC	FORMERLY Omni International, LLC	02/20/2012
			LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Omni International Corporation		
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
	Registration Number:	4035519	OMNISAFE
CORRESPONDENCE DATA			
Fax Number:	(213)624-1376		
Phone:	2136297611		
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		

OP \$165.00 2885749

Address Line 1: One Wilshire Boulevard, Suite 2000
Address Line 2: Musick Peeler LLP
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 87470.001

NAME OF SUBMITTER: Reid Dammann

Signature: /Reid Dammann/

Date: 03/07/2012

Total Attachments: 13

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

THIS NUNC PRO TUNC ASSIGNMENT (hereinafter "*Assignment*") is made effective as of December 29, 2011, to correct an error in the Assignment executed on December 29, 2011, recorded at Reel/Frame: 4696/0043 on January 10, 2012, of which, was partially corrected by a Corrective Assignment to Correct the Company Name and Citizenship Previously Recorded, the Corrective Assignment being recorded on Reel/Frame: 004696/0043 on January 18, 2012, both recorded by the Assignment Division of the United States Patent and Trademark Office, 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, CA 90017.

RECITALS

WHEREAS, Assignor is the owner of certain trademark registrations and/or applications in the United States Patent and Trademark Office ("*USPTO*") and the Canadian Intellectual Property Office ("*CIPO*"), 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, interest and goodwill in and to the Trademarks, nunc pro tunc, effective as of the date set forth above.

WHEREAS, Assignor and Assignee have changed their respective company names subsequent to the Assignment executed on December 29, 2011 being recorded at Reel/Frame: 4696/0043 on January 10, 2012 and the Corrective Assignment being recorded on Reel/Frame: 004696/0043 on January 18, 2012, from OMNI INTERNATIONAL, LLC to OMNI LIQUIDATION COMPANY, LLC, and from OMNI ACQUISITION CORPORATION, to OMNI INTERNATIONAL CORPORATION, illustrated by an Application for Amended Registration for Foreign Limited Liability Company and Articles of Amendment to the Articles of Incorporation, respectively, attached hereto as Exhibits "B" and "C."

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, interest and the goodwill of the business symbolized by the Trademarks 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 LIQUIDATION COMPANY, LLC

By: J. A. Maul

Its: Managing Partner/Chairman

[Assignor's signature to be notarized.]

ACKNOWLEDGEMENT

State of Colorado
County of Jefferson

On Feb 20, 2012 before me, Thomas A mentk, (Chairman) (here insert name and title of the officer), personally appeared _____, 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 Barbara Trane

(Seal)

"Assignee"

OMNI INTERNATIONAL CORPORATION

By: Kenneth W. Alford
Its: PRESIDENT

EXHIBIT "A"

I. Registered Trademark(s)

<u>Trademark</u>	<u>Country</u>	<u>Granted By</u>	<u>Registration No.</u>
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
6. OMNISAFE (and Design)	USA	USPTO	Certificate of Registration (10/4/2011) Registration No. 4,035,519

II. Internationally Registered and/or Pending Trademark(s)

<u>Trademark</u>	<u>Country</u>	<u>Pending Application No.</u>
1. OMNISAFE (and Design)	Canada	1475802

EXHIBIT "B"

STATE OF NEW HAMPSHIRE

Filing fee: \$ 35.00

FLLC-2
RSA 304-C:67

**APPLICATION FOR AMENDED REGISTRATION FOR
FOREIGN LIMITED LIABILITY COMPANY**

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR AN AMENDED REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE, AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

- FIRST: The name of the limited liability company is: Omni International, LLC
- SECOND: The name the limited liability company is currently using in the State of New Hampshire is: Omni International, LLC
- THIRD: It is formed under the laws of the State of Colorado.
- FOURTH: The date the limited liability company was authorized to transact business in the State of New Hampshire is August 30, 2000.
- FIFTH: This application is filed for the following reason(s):
- a. The limited liability company has changed its name to:
Omni Liquidation Company, LLC
 - b. The name the limited liability company will hereafter use in the State of New Hampshire is changed to: Omni Liquidation Company, LLC

OMNI INTERNATIONAL, LLC

Dated: Jan. 16, 2012

By: [Signature]
Thomas A. Menk, Manager

State of New Hampshire
Form FLLC 2 - Amendment to Application 2 Page(s)



T1202031014

TRADEMARK

REEL: 004732 FRAME: 0957

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Omni Liquidation Company, LLC

is a **Limited Liability Company** formed or registered on 03/23/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001060221.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/12/2012 that have been posted, and by documents delivered to this office electronically through 01/17/2012 @ 07:52:18.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 01/17/2012 @ 07:52:18 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8140679.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

CERT_GS_D Revised 08/20/2008

TRADEMARK

REEL: 004732 FRAME: 0958

EXHIBIT "C"

State of New Hampshire

Filed
Date Filed: 01/20/2012
Business ID: 662314
William M. Gardner
Secretary of State

Filing fee: \$35.00
Use black print or type.
Form must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

Form 14
RSA 293-A:10.06

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT,
THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT
TO ITS ARTICLES OF INCORPORATION:

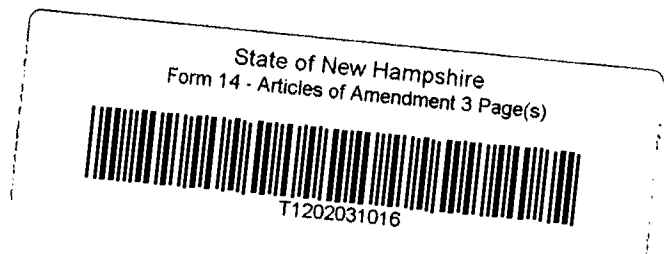
FIRST: The name of the corporation is Omni Acquisition Corp.

SECOND: The text of each amendment adopted is:

FIRST: The name of the corporation is Omni International Corp.

THIRD: If the amendment provides for an exchange, reclassification or cancellation of issued shares, the provisions for implementing the amendment(s) if not contained in the above amendment are:

N/A



FOURTH: The amendment(s) were adopted on January 16, 2012
(month / day / year)

[If more space is needed, attach additional sheet(s)]

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION

Form 14
(Cont.)

FIFTH: (Check one)

- A. The amendment(s) were adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.
- B. The amendment(s) were approved by the shareholders: (Note 1)

Designation of voting group Class or Series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes indisputably represented at the meeting
Common	100	100	100

Designation of voting group Class or Series of shares	Total number of votes to be cast:		OR Total number of undisputed votes cast FOR
	FOR	AGAINST	
Common	100		100

[If more space is needed, attach additional sheet(s)]

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION

Form 14
(Cont.)

SIXTH: If shareholder action was required, the number cast for the amendment(s) by each voting group was sufficient for approval by each voting group.

Omni Acquisition Corp. (Note 2)

(Corporate name)

Keneth W. Mosher (Note 3)

(Signature)

Ken Mosher

(Print or type name)

President (Note 3)

(Title)

Date signed: January 16, 2012
(month / day / year)

- Notes: 1. All sections under the Fifth article, "B" option, must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
2. Exact corporate name of corporation adopting articles of amendment.
3. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or other officer; or see RSA 293-A:1.20 (f) for alternative signatures.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL** to: Corporate Division, Department of State, 107 North Main Street, Concord, NH 03301-4989.