

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
MSD Research, Inc.		04/03/2008	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	The RectorSeal Corporation
Street Address:	2601 Spenwick Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77055
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3227523	SAFE-T-SWITCH
Registration Number:	2949275	SAFE-T-GARD
Registration Number:	3080265	SAFE-T-PROBE
Registration Number:	2130440	NU LINE

**CORRESPONDENCE DATA**

Fax Number: 2147568779  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-740-8779  
 Email: RNail@lockelord.com  
 Correspondent Name: Robert E. Nail, Esq.  
 Address Line 1: 2200 Ross Avenue, Suite 2200  
 Address Line 4: Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER:	0041443.00011
NAME OF SUBMITTER:	Robert E. Nail

CH \$115.00 3227523

Signature:	/Robert E. Nail/
Date:	04/20/2012
<b>Total Attachments: 5</b> source=Trademark Assignment - MSD Research#page1.tif source=Trademark Assignment - MSD Research#page2.tif source=Trademark Assignment - MSD Research#page3.tif source=Trademark Assignment - MSD Research#page4.tif source=Trademark Assignment - MSD Research#page5.tif	

## **TRADEMARK ASSIGNMENT**

WHEREAS, MSD Research, Inc. a Florida corporation (hereinafter referred to as "Assignor") is the exclusive owner of, and has adopted and used, the trademarks and service marks listed in Appendix A hereto (the "Marks") for which it owns or has been assigned federal and state registrations and/or applications in the United States Patent and Trademark Office and corresponding state offices; and

WHEREAS, The RectorSeal Corporation, a Delaware corporation (hereinafter referred to as "Assignee") is acquiring a temporal license until March 31, 2012 (the "Assignment Date") to use said Marks in commerce, pursuant to the certain Exclusive License Agreement effective March 31, 2008 between the Assignee and the Assignor; and

WHEREAS, Assignee is desirous of acquiring, as of the Assignment Date, the entire right, title and interest in, to and under said Marks, the registrations thereof, and any applications therefore.

NOW, THEREFORE, to be effective as of the Assignment Date, and in consideration of the business transaction contemplated among the Assignee, SMD Research, Inc., and the owners of SMD Research, Inc., who are also the owners of Assignor, the Exclusive License Agreement between Assignor and Assignee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all of its rights, title, and interest in and to said Marks, together with the goodwill of the business symbolized by and associated with said Marks and the registrations thereof and applications therefor, together with the right of Assignor to take

action, claim relief, and recover damages in respect of infringements occurring prior to the date of this Assignment; and

Assignor hereby does covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and other papers and take any actions necessary to perfect and vest such rights, title, and interest in Assignee, its successors and assigns. If Assignee, its successors or assigns, shall desire to file any continuation applications based upon any of said Marks, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such continuation application or such application for extension or reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of Assignee, its successors or assigns.

Assignor and Assignee do hereby consent and agree that this Trademark Assignment shall be held in escrow by the law firm Locke Lord Bissell & Liddell LLP in its Dallas office [having a LLBL reference client/matter number of 0041443.00011], until the Assignment Date. Assignor and Assignee further recognize and agree that the enforceability and validity of this Trademark Assignment is subject to the provisions of the Exclusive License Agreement executed among the parties.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the 31st day of March, 2012.

**MSD RESEARCH, INC. (ASSIGNOR)**

Mark T Brannock  
Name: MARK T BRANNOCK  
Title: PRESIDENT

April 3, 2008  
Date

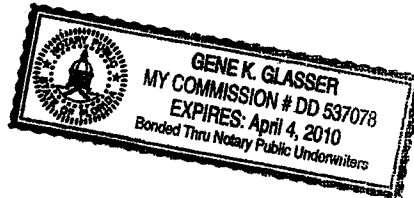
STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

On this 3 day of April, 2008, before me personally appeared Mark T. Brannock, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Gene K. Glasser  
Notary Public

My commission expires: \_\_\_\_\_



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THE RECTORSEAL CORPORATION (ASSIGNEE)

David M. Smith  
Name:  
Title:

April 3, 2008  
Date

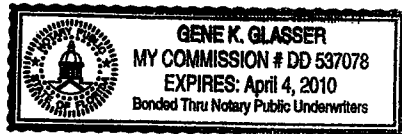
STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

On this 3 day of April, 2008, before me personally appeared David Smith, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL

Gene K. Glasser  
Notary Public

My commission expires: \_\_\_\_\_



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**APPENDIX A**  
**TRADEMARKS AND SERVICE MARKS**

<b>Mark</b>	<b>Int'l Class</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
SAFE-T-SWITCH	009	3227523	04/10/2007
SAFE-T-GUARD	009	2949275	05/10/2005
SAFE-T-PROBE	009	3080265	04/11/2006
NU-LINE	003	2130440	01/20/1998

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END