

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
Oil Filtration Systems, Inc.		08/16/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	OFS Acquisition, LLC		
Street Address:	16633 Foltz Parkway		
City:	Strongsville		
State/Country:	OHIO		
Postal Code:	44149		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3497527	OIL FILTRATION SYSTEMS, INC.	
Registration Number:	3497528	OIL FILTRATION SYSTEMS, INC.	
Registration Number:	3497530	OIL FILTRATION SYSTEMS, INC.	
Registration Number:	3497532	OIL FILTRATION SYSTEMS, INC.	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-622-8200		
Email:	ipupdate@calfee.com		
Correspondent Name:	Calfee, Halter & Griswold LLP		
Address Line 1:	1405 East Sixth Street		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	03804/04301,02,03,04		
NAME OF SUBMITTER:	Tara A. Kastelic		

CH \$115.00 3497527

Signature:	/Tara A. Kastelic/
Date:	10/12/2012
Total Attachments: 5 source=01667750#page1.tif source=01667750#page2.tif source=01667750#page3.tif source=01667750#page4.tif source=01667750#page5.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 16th day of August, 2010, by and among OFS Acquisition, LLC, an Ohio limited liability company ("Buyer")

and Oil Filtration Systems, Inc., a Texas corporation ("Seller"), and solely for the purposes of Section 10.11, Clark-Reliance Corporation, a Delaware corporation and the sole member of Buyer ("Parent").

RECITALS:

A. Seller is engaged in the business of designing, manufacturing, selling and renting a wide variety of filtration systems, and ancillary products, used to remove contaminants from petroleum and other chemical products (the "Business").

B. Seller desires to sell, and Buyer desires to purchase, substantially all of Seller's assets upon the terms and conditions hereinafter set forth; and

C.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Assets.

1.1. Purchased Assets. Seller hereby sells, transfers and assigns to Buyer, free and clear of all liens, charges, covenants, conditions, adverse claims, demands, encumbrances, limitations, security interests or other title defects or restrictions of any kind (collectively, "Liens"), and Buyer hereby purchases for the consideration herein provided, all rights, title and interest in and to all of the assets of Seller other than the Retained Assets identified in Section 1.2 (such purchased assets are hereinafter collectively referred to as the "Purchased Assets"), including without limitation the following:

(a)

(b)

(c)

(d)

(e)

(f)

(g) Intellectual Property Rights. All of Seller's intellectual property, including without limitation, all copyrights, designs, drawings, specifications, blueprints, engineering data, technical data, know-how, trade secrets, manufacturing processes, patents, ideas, research and development, trademarks and trade names related to the Business (collectively, the "Intellectual Property Rights");

(h)

(i)

(j)

(k)

(l)

1.2.

(a)

(d)

4.4. Assets.

(a)

(b)

(c) Intellectual Property. To Seller's Knowledge there has not been any infringement or alleged infringement by others of any Intellectual Property Rights. Seller is not a party to any Contract, whether as licensor, licensee, franchisor, franchisee, dealer, distributor or otherwise, with respect to any Intellectual Property Rights. Seller has the right to use all Intellectual Property Rights as are necessary to enable Seller to conduct, and Buyer to continue to conduct after the Closing, all phases of the Business in the manner presently conducted by Seller, and that use has not conflicted with, infringed upon or otherwise violated any rights of any Person or entity. Seller has the unrestricted right to sell or assign to Buyer all such Intellectual Property Rights and all such licenses or other rights. The Intellectual Property Rights are valid and in full force and effect and are not subject to any taxes, maintenance fees, or

actions falling due within the next six (6) months. There have been no interference actions or other judicial, arbitration or other adversary proceedings concerning the Intellectual Property Rights. Seller has not infringed any intellectual property right or other right of any other Person or entity. To Seller's Knowledge, none of the Intellectual Property Rights has been used, divulged or appropriated for the benefit of any past or present employees of Seller or any other Person or entity, or to the detriment of Seller. Seller has not disposed of or permitted to lapse, or otherwise failed to preserve Seller's right to use, any rights referenced in this Section 4.4(c).

(d)

(ii)

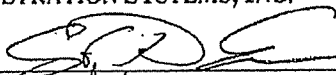
(f)

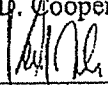
(g)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

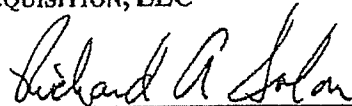
OIL FILTRATION SYSTEMS, INC.

By: 
Stephen D. Cooper, President

By: 
Kenneth M. Kaihlanen, Vice President

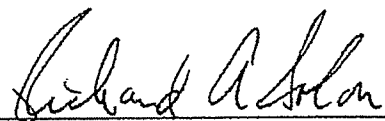
BUYER:

OFS ACQUISITION, LLC

By: 
Richard A. Solon, President

PARENT:

CLARK-RELIANCE CORPORATION (solely for the purposes of Section 10.11)

By: 
Richard A. Solon, President

[Signature Page Asset Purchase Agreement]