

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
JAEGER PRODUCTS, INC.		01/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JAEGER PRODUCTS ACQUISITION CORPORATION		
Street Address:	1611 Peachleaf Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1216588	JAEGER TRI-PACKS	
Registration Number:	1216589		
CORRESPONDENCE DATA			
Fax Number:	3128032209		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-464-3100		
Email:	aprovencio@loeb.com		
Correspondent Name:	Daniel D. Frohling - LOEB & LOEB LLP		
Address Line 1:	321 N. Clark St., Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	466800-00354,00355		
NAME OF SUBMITTER:	Daniel D. Frohling		
Signature:	/Daniel D. Frohling/		

CH \$65.00 1216588

Date:

11/09/2012

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 1st day of January 2010 by and between Jaeger Products, Inc., a Delaware Corporation ("Seller"), and Jaeger Products Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Raschig GmbH ("Buyer), with reference to the following facts:

RECITALS

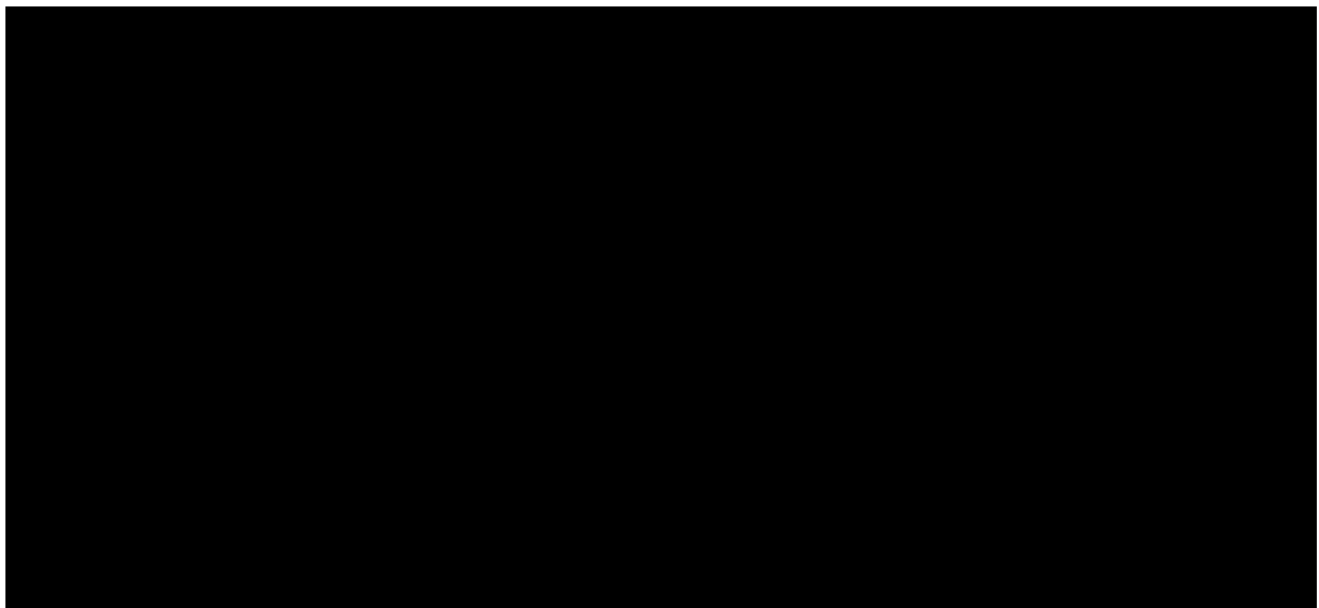
A. Seller is the owner and operator of a business ("Business") which manufactures plastic rings, fiberglass products, and metal fabricating which has facilities located at Houston, Texas, Monterrey, Mexico and El Dorado, Kansas (the "Facilities").

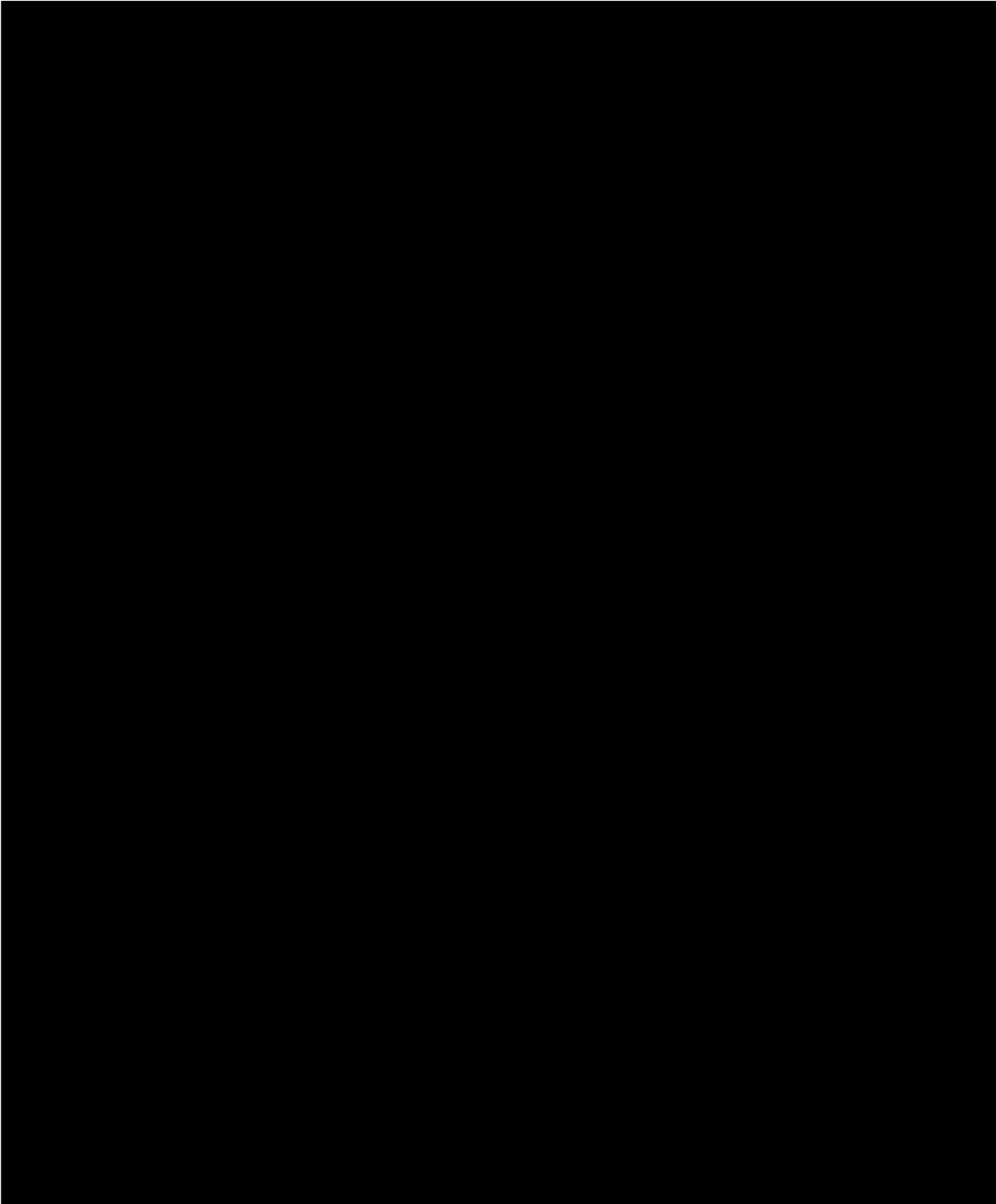
B. Seller desires to sell and Buyer desires to purchase substantially all of the assets of the Business, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based upon the foregoing premises and in consideration of the mutual covenants, agreements, representations, and warranties herein contained, and for other good and valuable consideration, Seller and Buyer agree as follows:

1. PURCHASE AND SALE OF ASSETS.

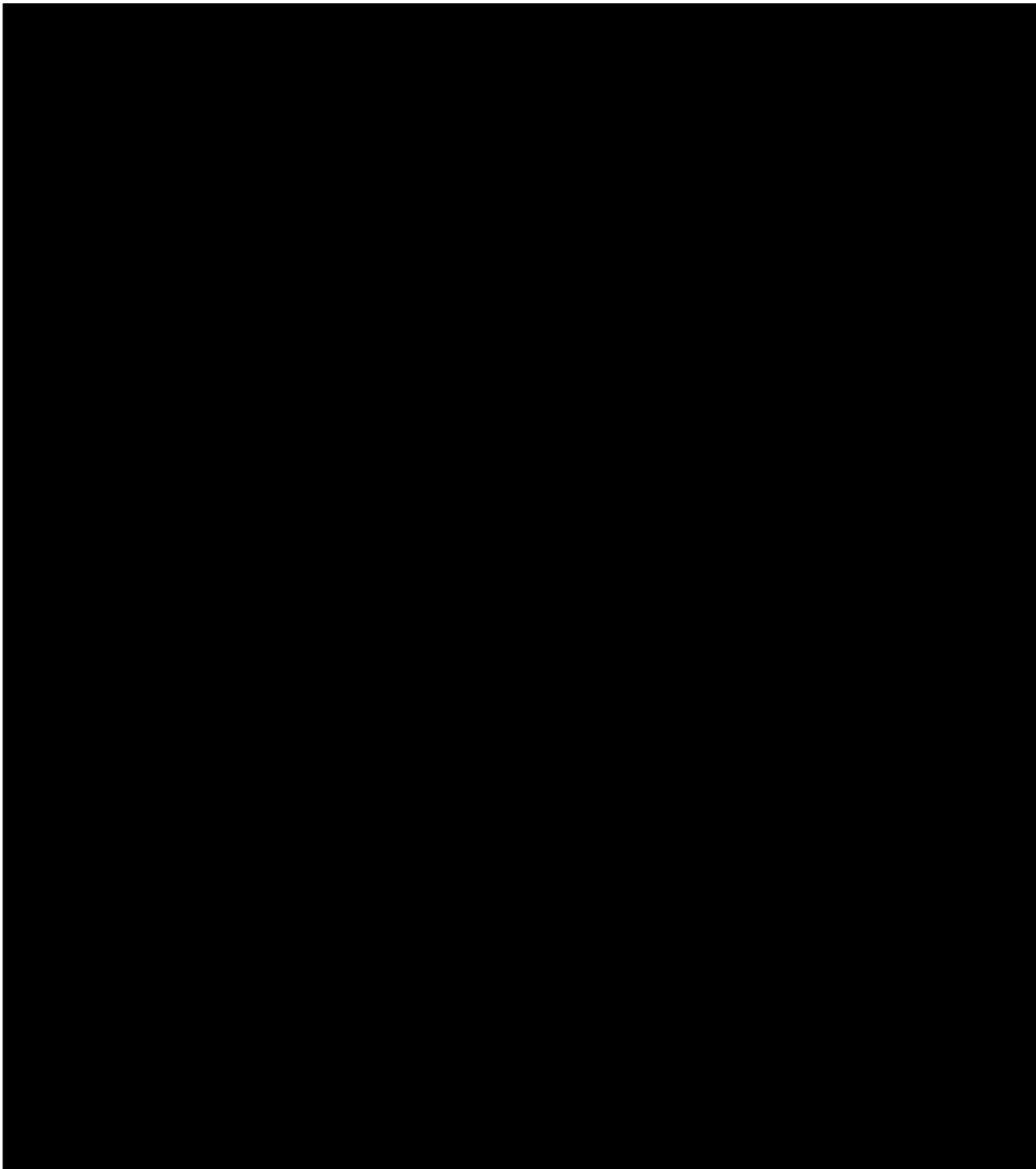
1.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and acquire from Seller on the Closing Date (as defined in Section 10.1), all of Seller's right, title and interest in and to the following assets (referred to in the aggregate as the "Assets"), free and clear of all liens, pledges, mortgages, security interests, restrictions, charges, encumbrances, equities, liabilities and claims any nature ("Liens") except the Assumed Liabilities (as defined in Section 2.1):

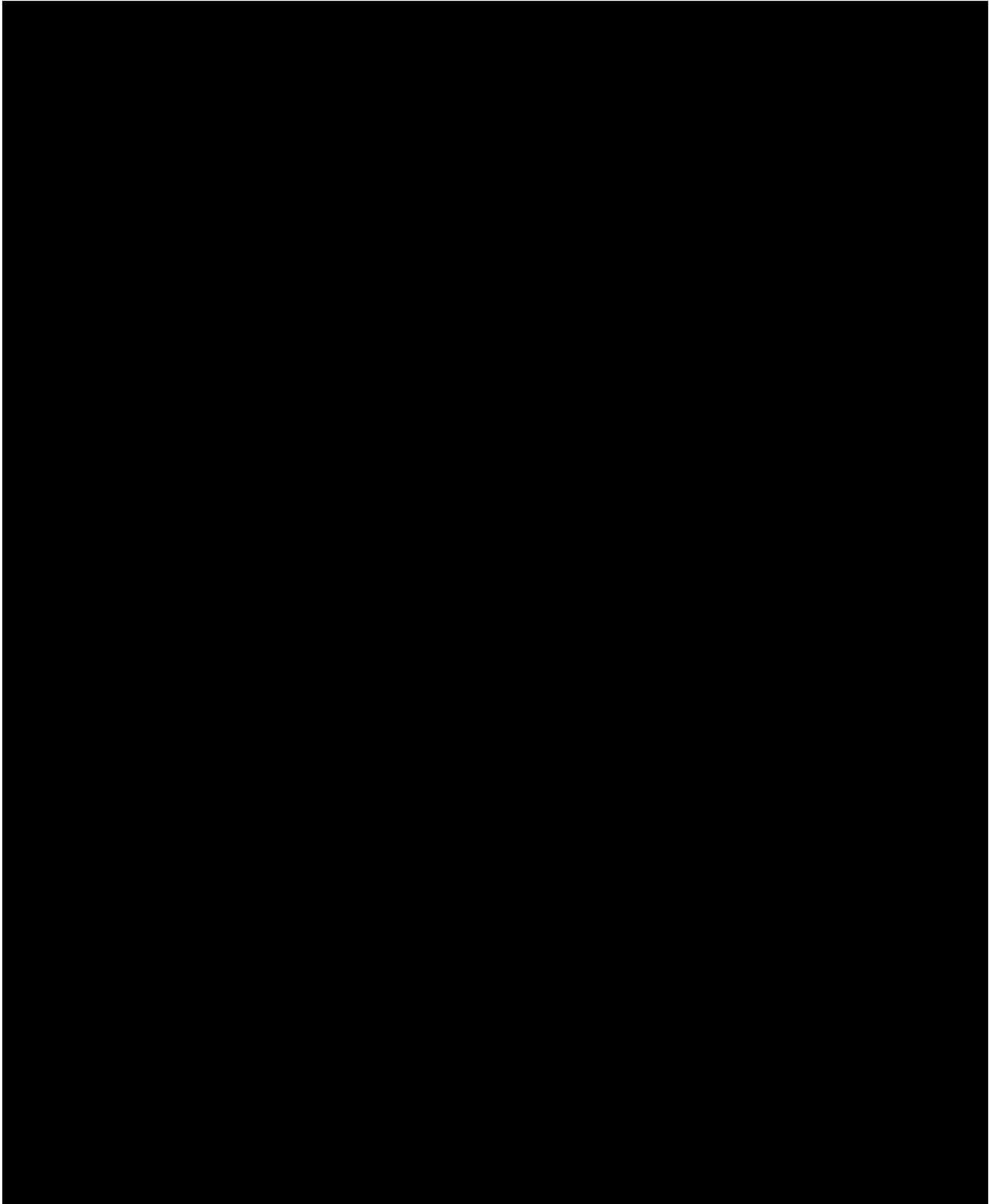




1. Intellectual Property. Seller's right, title and interest in and to all past, present and future patents, patent applications, patent rights, trade secrets, inventions, know-how, processes, formulas, product requirements, specifications, research data, trademarks, trademark applications, trademark rights, trade names and all derivations thereof, fictitious business names, service marks, logos, copyrights, uncopyrighted works,

trade secrets, designs, discoveries, technology, production techniques, software, source code, customer and distributor files and lists which are used or held for use in the Business, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights and information, including confidential information, used in connection with the Business (collectively, the "Intellectual Property"), including, but not limited to, the Patents and Trademarks (as defined in Section 4.12) and trade names set forth on Schedule 4.15, and all claims and benefits of any kind against third parties or Buyer in connection with the Intellectual Property.

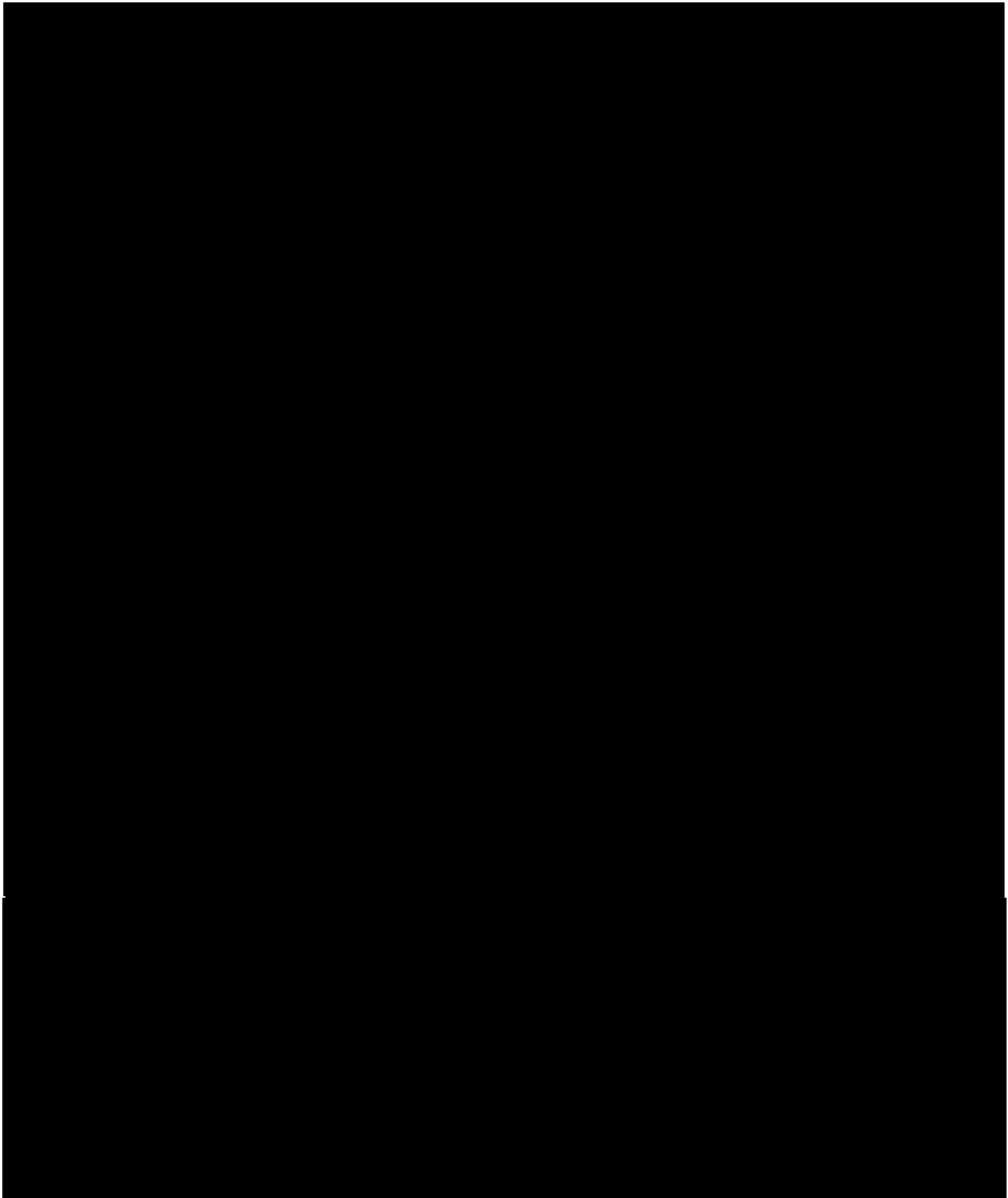


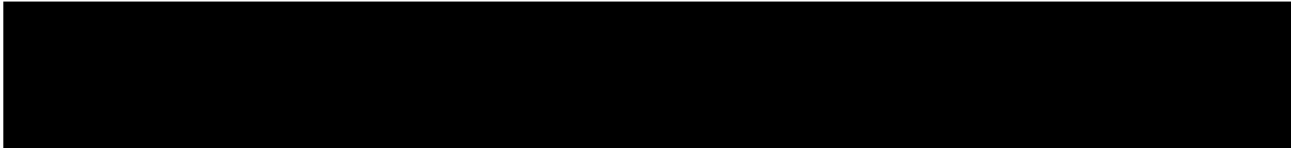


4.15 Intellectual Property.

a. Trademarks. Schedule 4.15 contains a complete and accurate list of all United States and foreign registered trademarks, state registered trademarks, trade names and fictitious business names, and all applications and registrations therefor, and

licenses or other rights to use the same, which are used in the connection with the Business or necessary for the operation of the Business as conducted by Seller for the last five years (the "Trademarks"). The Trademarks are currently in compliance with all legal requirements (including payment of filing, examination, maintenance fees, and affidavits of use and incontestability), are valid and enforceable and are not subject to any maintenance fees or taxes or actions or filings falling due within ninety (90) days after the Closing Date.






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

“SELLER”

“BUYER”

Jaeger Products, Inc.

Jaeger Products Acquisition Corporation

By: 

By: 

Title: EVP

Title: President

LIST OF EXHIBITS

Exhibit A

Exhibit B

Exhibit C

LIST OF SCHEDULES

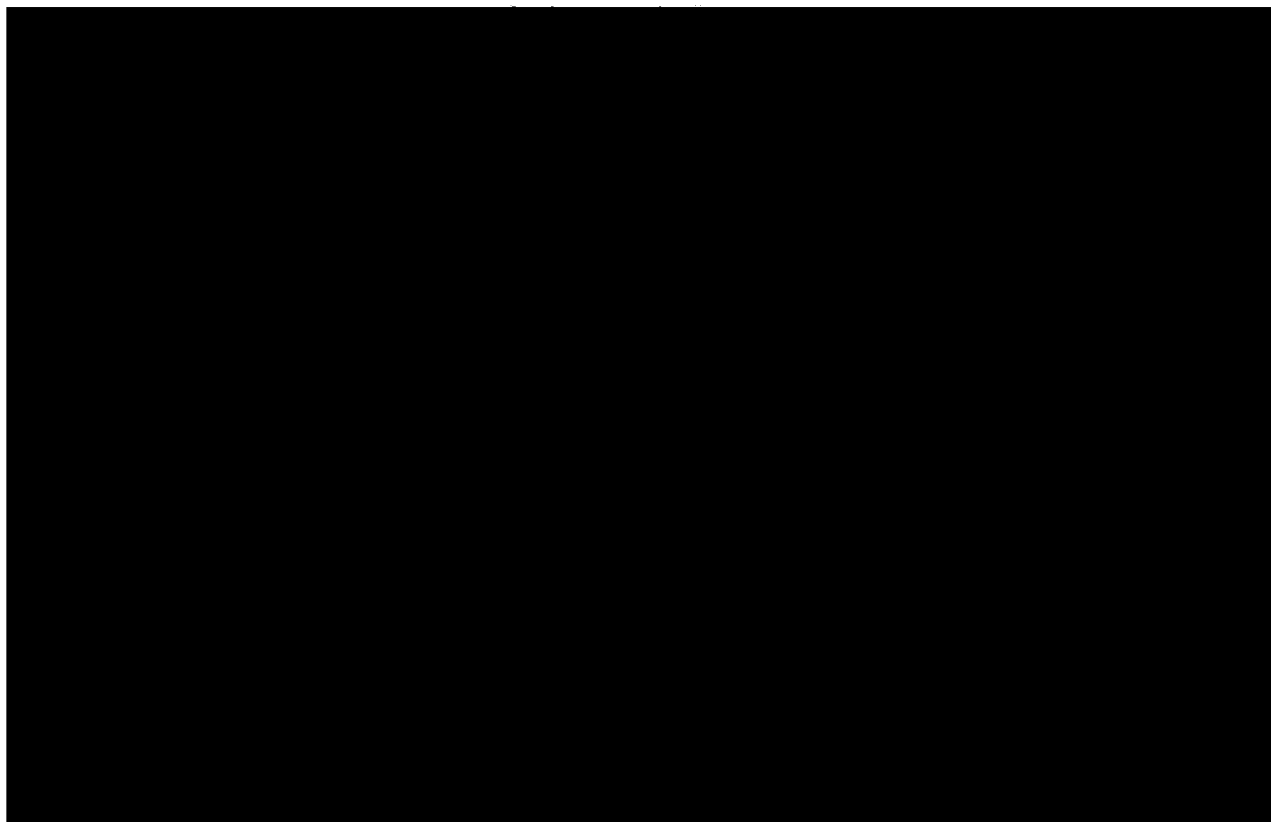
Schedule A.

Schedule B.

Schedules:

4.15 Intellectual Property

Schedule 4.15
Intellectual Property



<i>Trademark</i>	<i>Country/State</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Expiration</i>
Tri-Packs	US	1,156,875	6/9/1981	6/9/2011
Jaeger Tri-Packs	US	1,216,588	11/16/1982	11/16/2012
Jaeger Tri-Packs (Design)	California	63,661	5/28/1981	5/28/2011
Design	US	1,216,589	11/16/1982	11/16/2012
Design of Globe	California	63,716	5/28/1981	5/28/2011

