

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
Chemtool, Inc.		03/29/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Tenaxol Technologies, Inc.		
Street Address:	1001 E Centralia Street		
City:	Elkhorn		
State/Country:	WISCONSIN		
Postal Code:	53121		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0760898	TENAXOL	
CORRESPONDENCE DATA			
Fax Number:	4403475219		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(440) 347-5072		
Email:	andrea.zwegat@lubrizol.com		
Correspondent Name:	The Lubrizol Corporation		
Address Line 1:	29400 Lakeland Boulevard		
Address Line 4:	Wickliffe,, OHIO 44092		
ATTORNEY DOCKET NUMBER:	7030		
NAME OF SUBMITTER:	Andrea A. Zwegat		
Signature:	/Andrea A. Zwegat/		
Date:	11/08/2013		

CH \$40.00 0760898

Total Attachments: 5

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AGREEMENT FOR SALE OF ASSETS

THIS AGREEMENT made effective the 27th day of March, 2006, by and between TENAXOL, INC., a Wisconsin corporation, (hereinafter referred to as SELLER), and CHEMTOOL, INC., an Illinois corporation, (hereinafter referred to as BUYER).

WITNESSETH:

WHEREAS, BUYER desires to buy and SELLER desires to sell to BUYER certain assets hereinafter described, upon the terms and conditions hereinafter set forth; and

WHEREAS, the BUYER and SELLER desire to provide for an orderly transfer of the business and assets now owned by the SELLER to the BUYER.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **SALE OF BUSINESS ASSETS**. On the terms and subject to the conditions herein set forth, SELLER hereby agrees to convey, transfer, assign and deliver to BUYER, and BUYER agrees to acquire and accept as hereinafter provided, all the following assets; inventory, fixed assets as set forth on Exhibit "A" (being all of the fixed assets of SELLER) and the rights to the use of the name Tenaxol, Inc., and all other names or slogans used by SELLER in connection with its business or products. In addition, SELLER shall deliver to the BUYER at the time of closing such books and records of the SELLER relating to the business as the BUYER may determine. The purchase price shall be allocated in accordance with the schedule set forth in Exhibit "A," which is attached hereto, incorporated herein and expressly made a part hereof.

2. **EXCLUDED ASSETS**. The assets and property to be conveyed, transferred, assigned and delivered to BUYER shall not include accounts receivable cash on hand and deferred income taxes or such of those assets and property of SELLER as (i) may have been disposed of prior to the closing date in the ordinary course of business or in the payment and discharge of liabilities or obligations on or before closing date as

conditions or provisions of this agreement.

37. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The parties hereto may, by mutual agreement, in writing: (i) extend the time for the performance of any obligations of the parties hereto; (ii) waive any inaccuracies in the warranties and representations contained in this agreement; and (iii) waive compliance with any of the covenants contained herein and so waive performance of any of the obligations of the parties hereto.

38. EXHIBIT SUMMARY.

Exhibit A -- Assets, Inventory, and Fixed Assets

Exhibit B - Bulk Sales Affidavit and Indemnity Agreement

Exhibit C -- Escrow Agreement

Exhibit D -- Covenant Not To Compete

Exhibit E -- Statements of Financial Position

Exhibit F -- Employment Agreement of Larry Jarvis

Exhibit G -- Assumption of Indebtedness Itemization

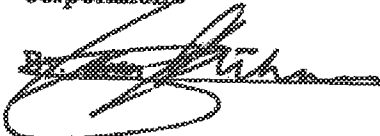
Exhibit H -- Lease(s) of Premises

Exhibit I -- Bill of Sale

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above stated.

BUYER:

CHEMTOOL, INC., an Illinois
corporation



SELLER:

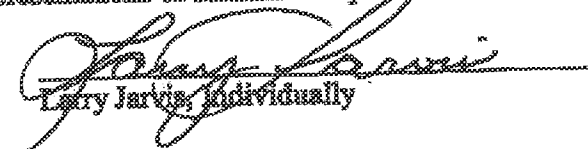
TENAXOL, INC., a Wisconsin
corporation

By 
Larry Jarvis, President

GUARANTEE

I, the undersigned, do hereby personally guarantee performance of the

covenants, agreements, warranties and representations of SELLER as provided herein.


Larry Jarvis, Individually

THIS INSTRUMENT DRAFTED BY:
Attorney John M. Clair
State Bar No. 1019152
CLAIR LAW OFFICES, S. C.
Post Office Box 445
Delevan, WI 53115-0445
(262) 728-9196

ASSIGNMENT

For and in consideration of One (\$1.00) Dollar and other good and valuable consideration to me in hand paid, CHEMTOOL, INC., an Illinois corporation, by James Athans, President, does hereby assign, transfer and set over unto TENAXOL TECHNOLOGIES, INC., a Wisconsin corporation, all its right, title and interest in, to and under the following described contract, to-wit:

The Agreement For Sale of Assets dated the 29th day of March, 2006, by and between Tenaxol, Inc., a Wisconsin corporation, and Chemtool, Inc., an Illinois corporation, relating to the sale and purchase of business assets other than real estate described in said Agreement, which is incorporated by reference as though fully set forth herein, together with all rights of action accrued thereunder or hereafter to accrue and all other rights thereunder of whatever nature or kind.

7th IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of April, 2006.

CHEMTOOL, INC., an Illinois corporation

By *James Athans* (SEAL)
James Athans, President

STATE OF WISCONSIN)
) ss.
WALWORTH COUNTY)

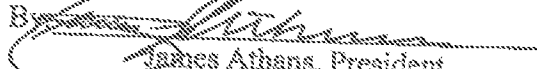
Personally came before me this 7th day of April, 2006, the above-named CHEMTOOL, INC., an Illinois corporation by JAMES ATHANS, President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

John M. Clair
John M. Clair
Notary Public, Walworth County, WI
My commission is permanent

CONSENT

TENAXOL TECHNOLOGIES, INC. by James Athans, President hereby accepts, consents to and approves this Assignment, and acknowledges that it will abide by all the terms and conditions of the Agreement For Sale of Assets described hereinabove.

TENAXOL TECHNOLOGIES, INC.

By 
James Athans, President

THIS INSTRUMENT DRAFTED BY:

John M. Clair, Attorney
State Bar No. 1019152
CLAIR LAW OFFICES, S.C.
617 East Walworth Avenue
P.O. Box 445
Delavan, WI 53115-0445
262-728-9196