

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Noble Company		11/01/2004	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Noble Acquisition, Inc.		
Street Address:	PO Box 350		
City:	Grand Haven		
State/Country:	MICHIGAN		
Postal Code:	49417		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1012945	CHLORALLOY	
CORRESPONDENCE DATA			
Fax Number:	6169578196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616-949-9610		
Email:	jrleigh@priceheneveld.com		
Correspondent Name:	Daniel L. Girdwood		
Address Line 1:	695 Kenmoor SE, PO Box 2567		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	NOB001 T301		
NAME OF SUBMITTER:	Daniel L. Girdwood		
SIGNATURE:	/Daniel L. Girdwood/		
DATE SIGNED:	07/24/2014		
Total Attachments: 3			
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OP \$40.00 1012945

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is executed by THE NOBLE COMPANY, a Michigan corporation, of 4728 Brafferton Drive, Bloomfield Hills, Michigan 48302, as "Seller", and delivered by Seller to NOBLE ACQUISITION, INC., a Michigan corporation, of P.O. Box 350, Grand Haven, Michigan 49417-0350, as "Buyer".

Pursuant to a certain Asset Sale Agreement dated November 1, 2004 (the "Agreement"), Seller transfers, assigns, sells and conveys to Buyer, for good consideration, receipt of which is acknowledged by Seller, all of the assets (the "Purchased Assets") specified in the Agreement and used in operating an engineered fluids manufacturing and distribution business located at 7300 Enterprise Drive, Spring Lake, Michigan (the "NC Business"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The Purchased Assets include:

(1) All inventory (the "**Inventory**") and work-in-process (the "**Work In Process**") of the NC Business, except for inventory which is obsolete or not saleable in the ordinary course of business;

(2) All of Seller's rights under the contracts, agreements, and commitments of the NC Business, including personal property leases (the "**NC Contracts**"). A list of such NC Contracts is attached to the Agreement as **Schedule 1.A.(2)**;

(3) All of the Sellers' Accounts Receivable relating to the NC Business. For purposes of this Bill of Sale, the "**Sellers' Accounts Receivable Relating to the NC Business**" means the sum of (i) the amount of invoices sent by the Seller to its customers (collectively, "**NC Customers**") on and prior to the Closing for which payment has not been made to the Seller as of the Closing, as reflected on the books and records of the Seller (the "**Closing Date NC Sent Receivables**"), and (ii) the amount of invoices required to be sent by the Buyer (on behalf of the Seller) after Closing, pursuant to the terms of Section 4.E.(1) of the Agreement, to NC Customers for work performed, services rendered or merchandise shipped by the Seller on or prior to Closing, as reflected on the books and records of the Seller and/or the Buyer ("**Post-Closing NC Invoices**");

(4) The Seller's rights in the NC Business' telephone and fax numbers, to the extent assignable;

(5) The Seller's rights in the name "The Noble Company" and all of the Seller's rights in associated logos and trade names, yellow page advertisements, and all other intangible or intellectual assets of or related to the NC Business to the extent of the Seller's rights therein, including, but not limited to, trade secrets, processes, know-how, and the goodwill of the NC Business to the extent of the Seller's rights therein (the "**Intangible Assets**");

(6) All books, records, files and lists of the NC Business, including, without limitation, all records or lists that pertain, directly or indirectly, to the Seller's products, manufacturing processes, suppliers, customers, advertising, promotional materials, sales, services, computer programs, internal organization, employees, accounting and operations (the "NC Books and Records"); and

(7) All transferable local, state and federal franchises, licenses, permits and similar items pertaining to the NC Business and/or the Purchased Assets (the "Permits").

Seller warrants to Buyer and its successors and assigns, that Seller has good title to the property described above free and clear of all claims, liens and encumbrances (except for the Assumed Liabilities). Seller warrants to Buyer that Seller has full power, right and authority to convey title to the Purchased Assets.

Seller also warrants to Buyer, and its successors and assigns, that Seller will defend the title to the Purchased Assets against all other claimants (other than in connection with the Assumed Liabilities, which are being assumed by the Buyer).

Seller has executed this Bill of Sale this 1st day of November, 2004.

[Signature is on the following page]

THE NOBLE COMPANY

By: *Louise D. Lowell*
Louise D. Lowell, Chairman

Signature Page to Bill of Sale and Assignment
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