

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Synair Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Citizenship (see guidelines) _____

Execution Date(s) Dec. 8, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addressees, or citizenship attached? ☐ Yes ☒ No

Name: Vita Industrial, Inc.

Internal

Address: _____

Street Address: 1230 Sunset Drive

City: Thomasville

State: Georgia

Country: USA

Zip: _____

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship USA

☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) USA

1022062, 2432985, 1074236,

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BYKFIL (5/31/74), DUOTHANE (7/16/99), FREEDOM (1/17/77)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jesse B. Ashe, III

Internal Address: Summa & Allan, P. A.

Street Address: 11610 N. Community House
Road, Suite 200

City: Charlotte

State: NC Zip: 28277

Phone Number: 704-945-6703

Fax Number: 704-675-9745

Email Address: ibashe@psumma.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0332

Authorized User Name Jesse B. Ashe, III

9. Signature:

Jesse B. Ashe, III
Signature

Jesse B. Ashe, III

Name of Person Signing

11/21/2005
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5993, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 600332 1022062

700147651

TRADEMARK
REEL: 003017 FRAME: 0236

SCHEDULE A**TRADEMARKS**

Mark/Filing Date	Registration No.	Country
BYKFIL 5/31/74	1022062	USA
DUOTHANE 7/16/99	2432985	USA
FREEDOM 1/17/77	1074236	USA
ISOFIL 2/14/77	1078690	USA
TYRFIL 12/5/79	1194867	USA
TYRFIL 9/18/72	1054123	USA
TYRLYNER 6/20/89	1654121	USA
TYRLYNER 2/19/91	1714230	USA

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10-04 08:11pm From:Belt Kunnally & Martin

T-423 P.023/071 F-208

ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS AGREEMENT** (the "Agreement") is between **Synair Corporation**, a Delaware corporation with its principal place of business at 2003 Amnicola Highway, Chattanooga, Tennessee (the "Assignor"), and **Vita Industrial, Inc.**, a Delaware corporation with its principal place of business at 1230 Sunset Drive, Thomasville, Georgia (the "Assignee"), and is delivered in connection with the transaction contemplated by that certain Asset Purchase Agreement between the Seller, the Buyer, Edward N. Gomberg and Helen E. Gomberg, as trustees for the Edward N. Gomberg and Helen E. Gomberg Revocable Trust, certain stockholders of the Seller and Edward N. Gomberg dated as of the date hereof.

BACKGROUND STATEMENT

Assignor has adopted, owns, and is using certain trademarks for which Assignor owns the federal registrations on the Principal Register of the U.S. Patent and Trademark Office, and the foreign registrations on the national registries of the respective foreign countries, as identified on **Appendix A** attached hereto (the "Marks"). Assignor desires to assign and Assignee desires to acquire all rights that Assignor has in the Marks, and the registrations thereof, to include any and all foreign rights, together with the goodwill of the business represented by the Marks for the consideration and on the terms set forth herein.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, any common law rights relating to the Marks and the registrations thereof, to include any and all foreign rights, and any renewals and extensions thereof which may be granted, together with the goodwill of the business represented by the Marks, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Marks or such represented goodwill.

2. Further Acts. Assignor hereby covenants and agrees that it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to Assignee any and all documents, and take such further acts, that may be reasonably necessary or appropriate to convey, assign, transfer, endorse and confirm in Assignee all of Assignor's rights and benefits in, to and under the Marks.

[Signatures are on the following page.]

SIGNED AND SEALED at _____, U.S.A. this 8th day of December, 2004.

SYNAIR CORPORATION

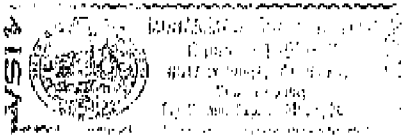
By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

This 6 day of DECEMBER 2004 before me personally came the above-named EDWARD N. GOMBERG, to me personally known as the individual who executed the foregoing assignment on behalf of Synair Corporation who has acknowledged to me that he, as PRESIDENT of Synair Corporation, being authorized to do so, signed and sealed the same on behalf of Synair Corporation, for the purposes therein set forth.

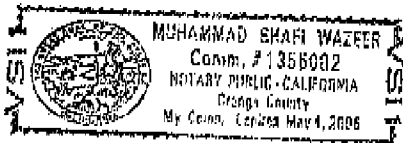
(SEAL)

Notary Public



VITA INDUSTRIAL, INC.

By: _____
Matthew Kerr Miller, Vice President



SIGNED AND SEALED at _____, U.S.A. this 8th day of December,
2004.

SYNAIR CORPORATION

By: _____
Name: _____
Title: _____


STATE OF _____)
COUNTY OF _____)

This _____ day of _____, 2004 before me personally came the above-named
_____, to me personally known as the individual who executed the
foregoing assignment on behalf of Synair Corporation who has acknowledged to me that he, as
_____ of Synair Corporation, being authorized to do so, signed and sealed the same on
behalf of Synair Corporation, for the purposes therein set forth.

(SEAL)

Notary Public

VITA INDUSTRIAL, INC.

By: 
Matthew Kerr Miller, Vice President

bc-06-04 06:12pm From:Bill Nunnally & Martin

T-429 P.025/071 F-209

APPENDIX AMARKS

Record Owner	Mark	Country	Status/Reg. No.
Synair Corporation	BRAND X	United States	Abandoned
Synair Corporation	BYKFIL	United States	1022062
Synair Corporation	CORAL-KAST	United States	Expired
Synair Corporation	DUOTHANE	Canada	263885
Synair Corporation	DUOTHANE	France	1412005
Synair Corporation	DUOTHANE	Germany	1182861
Synair Corporation	DUOTHANE	United Kingdom	1084596
Synair Corporation	DUOTHANE	United States	2432985
Synair Corporation	E-Z FIL	United States	Abandoned
Synair Corporation	FREEDOM	United States	1074236
Synair Corporation	ISOFIL	United Kingdom	Expired, Not Renewed
Synair Corporation	ISOFIL	United States	1078690
Synair Corporation	LD-26	United States	Expired, Action not taken
Synair Corporation	LYFTYR	United States	Abandoned
Synair Corporation	SHULNER	United States	Expired
Synair Corporation	SOFFIL	United States	Expired, Not Renewed
Synair Corporation	TYPCO	United States	Expired, Not Renewed
Synair Corporation	TYRFIL	Argentina	Expired, Not Renewed
Synair Corporation	TYRFIL	Argentina	Abandoned
Synair Corporation	TYRFIL	Australia	B285942
Synair Corporation	TYRFIL	Austria	83285
Synair Corporation	TYRFIL	Benelux	337959
Synair Corporation	TYRFIL	Brazil	Expired, Not Renewed
Synair Corporation	TYRFIL	Canada	224628
Synair Corporation	TYRFIL	Columbia	Expired, Not Renewed
Synair Corporation	TYRFIL	France	1337121
Synair Corporation	TYRFIL	Germany	961518
Synair Corporation	TYRFIL and DEVICE	Germany	993930
Synair Corporation	TYRFIL	Germany	993931
Synair Corporation	TYRFIL	Indonesia	Expired, Not Renewed
Synair Corporation	TYRFIL	Israel	44061
Synair Corporation	TYRFIL	Italy	331905
Synair Corporation	TYRFIL	Italy	755821
Synair Corporation	TYRFIL	Japan	Expired, Not Renewed
Synair Corporation	TYRFIL	Malaysia	M/69357
Synair Corporation	TYRFIL	Mexico	Expired, Not Renewed
Synair Corporation	TYRFIL	Mexico	Expired, Not Taken
Synair Corporation	TYRFIL	Mexico	Expired, Not Renewed
Synair Corporation	TYRFIL	Mexico	406278

jac-06-04 08:12pm From:Bill Nunnally & Martin

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Record Owner	Mark	Country	Status/Reg. No.
Synair Corporation	TYRFIL	New Zealand	111624
Synair Corporation	TYRFIL	Norway	99167
Synair Corporation	TYRFIL	Papua New Guinea	Expired, Not Renewed
Synair Corporation	TYRFIL	Peru	Expired, Not Renewed
Synair Corporation	TYRFIL	Phillipines	Expired, Action Not Taken
Synair Corporation	TYRFIL	Serbia & Montenegro	Expired, Not Renewed
Synair Corporation	TYRFIL	Singapore	Abandoned
Synair Corporation	TYRFIL	South Africa	B4079/75
Synair Corporation	TYRFIL	Spain	810820
Synair Corporation	TYRFIL	Switzerland	P282888
Synair Corporation	TYRFIL	Switzerland	Abandoned
Synair Corporation	TYRFIL	United Kingdom	B1039880
Synair Corporation	TYRFIL	United States	1194867
Synair Corporation	TYRFIL	United States	1054123
Synair Corporation	TYRFIL	Venezuela	Abandoned
Synair Corporation	TYRFIL and DEVICE	Community Trade Mark	000999425
Synair Corporation	TYRFIL	Community Trade Mark	000999466
Synair Corporation	TYRLYN	United Kingdom	B1351519
Synair Corporation	TYRLYNER	United States	Abandoned
Synair Corporation	TYRLYNER	United States	1654121
Synair Corporation	TYRLYNER	United States	1714230