

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AUTO-C, LLC		02/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AUTO-CHLOR SYSTEM, LLC
<b>Street Address:</b>	746 Poplar Avenue
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38105
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	73820129	ALTERSOLVE
Serial Number:	73820135	AUTO-CHLOR
Serial Number:	71550378	AUTO-CHLOR
Serial Number:	72261356	AUTO-CHLOR
Serial Number:	71407413	AUTO CHLOR SYSTEM
Serial Number:	73021801	AUTO-CHLOR SYSTEM
Serial Number:	75230810	AUTO-FLOOR
Serial Number:	75497106	AUTO-KLEEN MS
Serial Number:	73820128	BAR TENDER
Serial Number:	73091271	BI-KLEEN
Serial Number:	74012348	COMMON SCENTS
Serial Number:	73820133	GLASS KLEEN
Serial Number:	73209068	HOOD-KLEEN
Serial Number:	74654276	INTELLIWASH

CH \$465.00 73820129

Serial Number:	73820166	LEMON SUDS
Serial Number:	73820563	RINSATE
Serial Number:	73820566	SAFE 'N SEALED
Serial Number:	73820564	TOUGH BREAK

**CORRESPONDENCE DATA**

Fax Number: (615)742-0441

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 615-742-7748

Email: trademarks@bassberry.com

Correspondent Name: Robert H. Newman

Address Line 1: 315 Deaderick Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	116729-100
NAME OF SUBMITTER:	Robert H. Newman
Signature:	/Robert H. Newman/
Date:	04/11/2008

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of the 29<sup>th</sup> day of February, 2008, by and between AUTO-C, LLC, a Delaware limited liability company ("Assignor") and AUTO-CHLOR SYSTEM, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Pursuant to an Asset Purchase Agreement dated December 21, 2007, by and among JohnsonDiversey, Inc., Assignor and Assignee ("Asset Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor owns all right, title and interest in and to the Assigned Trademarks (as defined below).

C. Assignor desires to transfer and assign all right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

### AGREEMENT

For valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademarks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all applications and registrations thereof; (d) all renewals thereof; and (e) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages, license royalties and payments for past and future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives the entire, full and exclusive right, title and interest in and to the Assigned Trademarks.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.


[Signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

AUTO-C, LLC

By:



Name: David S. Andersen

Title: Vice President

ASSIGNEE:

AUTO-CHLOR SYSTEM, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

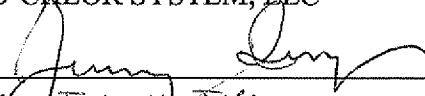
ASSIGNOR:

AUTO-C, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

AUTO-CHLOR SYSTEM, LLC

By:   
Name: Terry Ivy  
Title: V. Pres.

APPENDIX A

Assigned Trademarks

Country	Trademark	Status	App. Number	Reg. Number
Canada	AUTO-CHLOR DESIGN	Renewed	496090	284165
Canada	AUTO-CHLOR SYSTEM	Renewed	175672	11855
Canada	GLASS KLEEN	Comm.Law		
U.S.	746 CLEANER	Comm.Law		
U.S.	ALTERSOLVE	Renewed	73/820129	1590437
U.S.	AUTO-BREAK	Comm.Law		
U.S.	AUTO-CHLOR	Renewed	73/820135	1617277
U.S.	AUTO-CHLOR (STYLIZED IN OVAL DESIGN)	Renewed	71/550378	505303
U.S.	AUTO-CHLOR (STYLIZED)	Renewed	72/261356	845387
U.S.	AUTO-CHLOR SUPER 8	Comm.Law		
U.S.	AUTO-CHLOR SYSTEM (STYLIZED)	Renewed	71/407413	363438
U.S.	AUTO-CHLOR SYSTEM (STYLIZED)	Renewed	73/021801	1018200
U.S.	AUTO-CHLOR SYSTEM ULTRA	Comm.Law		
U.S.	AUTO-FLOOR	Renewed	75/230810	2140546
U.S.	AUTO-KLEEN MS	Registered	75/497106	2261053
U.S.	AUTOPRO	Comm.Law		
U.S.	AUTO-PRO	Comm.Law		
U.S.	BAR TENDER	Renewed	73/820128	1593750
U.S.	BI-KLEEN	Renewed	73/091271	1058871
U.S.	BIO-FLOW	Comm.Law		
U.S.	COMMON SCENTS	Renewed	74/012348	1616388
U.S.	D-CHLOR	Comm.Law		
U.S.	D-GREASE	Comm.Law		
U.S.	DS-33	Comm.Law		
U.S.	D-SCALE	Comm.Law		
U.S.	ELIMINATOR PLUS	Comm.Law		

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Country	Trademark	Status	App. Number	Reg. Number
U.S.	EXCEL	Comm.Law		
U.S.	EXCEL PLUS	Comm.Law		
U.S.	FC-44	Comm.Law		
U.S.	FINAL	Comm.Law		
U.S.	FREEZER KLEEN	Comm.Law		
U.S.	G.O.K.	Comm.Law		
U.S.	GLASS KLEEN	Renewed	73/820133	1611805
U.S.	GM-22	Comm.Law		
U.S.	GRILL & OVEN KLEEN	Comm.Law		
U.S.	HAN-GEL	Comm.Law		
U.S.	HD-55	Comm.Law		
U.S.	HI SOLIDS	Comm.Law		
U.S.	HOOD-KLEEN	Renewed	73/209068	1138143
U.S.	INTELLIWASH (STYLIZED)	Renewed	74/654276	2039720
U.S.	KLEEN DUTY	Comm.Law		
U.S.	KLEEN DUTY PLUS	Comm.Law		
U.S.	KLEEN DUTY SUPREME	Comm.Law		
U.S.	LEMON-SUDS	Renewed	73/820166	1597061
U.S.	MACH	Comm.Law		
U.S.	OXY KLEEN	Comm.Law		
U.S.	PINK BEADS	Comm.Law		
U.S.	POT & PAN ULTRA	Comm.Law		
U.S.	POTS 'N HANDS	Comm.Law		
U.S.	RINSATE	Registered	73/820563	1618311
U.S.	RINSE DUTY	Comm.Law		
U.S.	ROOMSENSE	Comm.Law		
U.S.	ROOMSENSE 100	Comm.Law		
U.S.	ROOMSENSE 220	Comm.Law		

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Country	Trademark	Status	App. Number	Reg. Number
U.S.	ROOMSENSE 300	Comm.Law		
U.S.	ROOMSENSE 400	Comm.Law		
U.S.	ROOMSENSE 440	Comm.Law		
U.S.	SAFE 'N SEALED	Renewed	73/820566	1622563
U.S.	SANI-GEL	Comm.Law		
U.S.	SANITIZING SOLUTION CL	Comm.Law		
U.S.	SCALE AWAY	Comm.Law		
U.S.	SILVER SAFE	Comm.Law		
U.S.	SILVER TECH	Comm.Law		
U.S.	SOAK & SHINE	Comm.Law		
U.S.	SOAK KLEEN	Comm.Law		
U.S.	SOAK MATE	Comm.Law		
U.S.	SOFT & SOUR	Comm.Law		
U.S.	SOFT/SAN	Comm.Law		
U.S.	SOLUTION-10	Comm.Law		
U.S.	SOLUTION-QA	Comm.Law		
U.S.	SOLUTION-QA ULTRA	Comm.Law		
U.S.	SOLUTION-SAN	Comm.Law		
U.S.	SPACESAVER	Comm.Law		
U.S.	SPECIAL	Comm.Law		
U.S.	SPECIAL ULTRA	Comm.Law		
U.S.	SUDS MATE	Comm.Law		
U.S.	SUPER 8	Comm.Law		
U.S.	SUPER RED	Comm.Law		
U.S.	TERMINATOR	Comm.Law		
U.S.	TIMESAVER	Comm.Law		
U.S.	TOUGH BREAK	Renewed	73/820564	1594817
U.S.	TRIPLE T	Comm.Law		

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Country	Trademark	Status	App. Number	Reg. Number
U.S.	VIRAL KLEEN	Comm.Law		
U.S.	WASH MATE	Comm.Law		
U.S.	WATERSAVER	Comm.Law		

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