

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Earth Chem, Inc.</td> <td>02/07/2012</td> </tr> <tr> <td>J. Kevin Loucks</td> <td>02/07/2012</td> </tr> <tr> <td>Diana Loucks</td> <td>02/07/2012</td> </tr> </tbody> </table>		Name	Execution Date	Earth Chem, Inc.	02/07/2012	J. Kevin Loucks	02/07/2012	Diana Loucks	02/07/2012		
Name	Execution Date										
Earth Chem, Inc.	02/07/2012										
J. Kevin Loucks	02/07/2012										
Diana Loucks	02/07/2012										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Henwil Corporation</td> </tr> <tr> <td>Street Address:</td> <td>1340 Brighton Road</td> </tr> <tr> <td>City:</td> <td>Beaver</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>15009</td> </tr> </table>		Name:	Henwil Corporation	Street Address:	1340 Brighton Road	City:	Beaver	State/Country:	PENNSYLVANIA	Postal Code:	15009
Name:	Henwil Corporation										
Street Address:	1340 Brighton Road										
City:	Beaver										
State/Country:	PENNSYLVANIA										
Postal Code:	15009										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7094442</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7094442						
Property Type	Number										
Patent Number:	7094442										
CORRESPONDENCE DATA											
<p>Fax Number: (412)918-1199</p> <p>Phone: 412-918-1100</p> <p>Email: pboss@metzlewis.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: James Cunningham, Metz Lewis LLC</p> <p>Address Line 1: 11 Stanwix Street, 18th Floor</p> <p>Address Line 4: Pittsburgh, PENNSYLVANIA 15222</p>											
ATTORNEY DOCKET NUMBER:	5205/001										
NAME OF SUBMITTER:	James Cunningham										
<p>Total Attachments: 7</p> <p>source=IP Assignment - Earth Chem#page1.tif</p>											

CH \$40.00 7094442

source=IP Assignment - Earth Chem#page2.tif
source=IP Assignment - Earth Chem#page3.tif
source=IP Assignment - Earth Chem#page4.tif
source=IP Assignment - Earth Chem#page5.tif
source=IP Assignment - Earth Chem#page6.tif
source=IP Assignment - Earth Chem#page7.tif

INTELLECTUAL PROPERTY AND TECHNOLOGY ASSIGNMENT

This is an Assignment, having an effective date of February 7, 2012 by and among:

EARTH CHEM, INC., an Idaho corporation and J. KEVIN LOUCKS and DIANA LOUCKS, the sole shareholders thereof (collectively the "Assignor"), and HENWIL CORPORATION, a Pennsylvania close corporation (hereafter "Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") providing for the sale by Assignor to Assignee of certain of the assets of Assignor. Capitalized terms used herein but not defined shall have the meanings given such terms in Asset Purchase Agreement; and

WHEREAS, Assignor owns certain technology and intellectual property, including, but not limited to, Letters Patent, identified on Schedule A hereto; trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule B, hereto; copyright and other rights in the works identified or otherwise illustrated in Schedule C, hereto; and certain miscellaneous business identifiers identified in Schedule D, hereto (the "Intellectual Property"). Assignor may also own certain tangible representations or embodiments which contain or incorporate the Intellectual Property, including, but not limited to, printed material, recordings, graphic or three dimensional works (the "Materials"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property and any associated Materials, and this Assignment is given in furtherance of the transaction contemplated under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedules A-D and all intellectual property rights associated therewith, including, but not limited to, all works of authorship, text, graphics, drawings, plans, computer code and mask works, whether copyrightable or not; all trade secrets, confidential information, technical and non-technical know-how; and trademarks, service marks, trade dress, slogans, logos and other indicators of origin associated or utilized in conjunction with the Intellectual Property of Assignor as set forth in Schedules A-D together with all goodwill of Assignor associated with the business symbolized by any of said marks, any patent applications including the same for the United States and all foreign countries and any Letters Patent that may issue therefor in the United States and any foreign countries, together with all divisions, reissues, continuations, renewals, and extensions thereof including all priority rights under the International Convention associated therewith; any trademark or service mark registrations or applications therefor; and any copyright registrations or applications therefor; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedules A-D and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Subject to any limitations set forth in the Asset Purchase Agreement, Assignor represents that with respect to the Intellectual Property identified in Schedules A-D, it has sole, exclusive, valid and unencumbered title to the Intellectual Property and will convey title that is clear of any liens, mortgages,

security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the utility, novelty or validity of any or all of any patents included in or which issue from said Intellectual Property or the validity of any copyrights, trademarks, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

ASSIGNORS:

EARTH CHEM, INC.

By: J. Kevin Loucks
J. Kevin Loucks, President

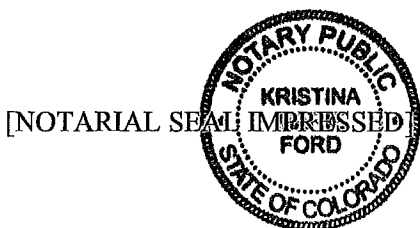
J. Kevin Loucks
J. Kevin Loucks

Diana Loucks
Diana Loucks

STATE OF Colorado :
COUNTY OF Larimer : ss.

On this 7th day of February, 2012, before me, a Notary Public, the undersigned officer, personally appeared J. Kevin Loucks, who acknowledged himself to be the President of Earth Chem, Inc., an Idaho corporation, and declared that as such officer, he duly executed the foregoing Intellectual Property and Technology Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Earth Chem, Inc..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



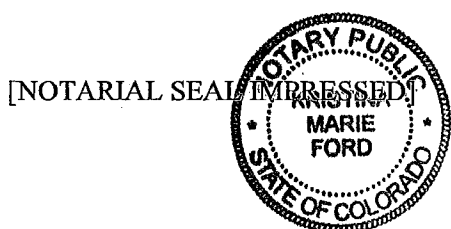
MY COMMISSION EXPIRES:
August 6, 2013

Kristina Marie Ford
Notary Public

STATE OF Colorado :
COUNTY OF Larimer : ss.

On this 7th day of February, 2012, before me, a Notary Public, the undersigned officer, personally appeared J. Kevin Loucks and Diana Loucks, who acknowledged themselves to be the persons identified as assignors in the foregoing Intellectual Property and Technology Assignment, and declared that they duly executed such document for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



MY COMMISSION EXPIRES:
August 6, 2013

Kristina Marie Ford
Notary Public

SCHEDULE A

U.S. Patent No. 7,094,442; Date of Patent: August 22, 2006

SCHEDULE B

Registered Trademarks:

“SOILPAM” registered U.S. Trademark (Registration No. 2,747,352 in International Class 1)

“TRACK SACK” registered U.S. Trademark (Registration No. 3,100,482 in International Class 1)

Unregistered trademarks:

Earth Chem

Water Reserve

Track Log

SCHEDULE C

- All printed and electronic sales and marketing materials used or related exclusively to the Acquired Business Line, as more specifically described in the Asset Purchase Agreement.
- All forms and form correspondence used or related exclusively to the Acquired Business Line, as more specifically described in the Asset Purchase Agreement.
- All customer records used or related exclusively to the Acquired Business Line, as more specifically described in the Asset Purchase Agreement.
- All business software used or related exclusively to the Acquired Business Line, as more specifically described in the Asset Purchase Agreement.

SCHEDULE D

Phone Number: 1-800-SOILPAM

Internet Domain:

www.earthchem.com

Registrar: Go Daddy

Administrative contact: Caleb Miller, Fort Collins, CO