

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Natural Chemistry Inc.	10/01/2011
RECEIVING PARTY DATA	
Name:	NCI LLC
Street Address:	40 Richards Avenue
Internal Address:	Suite 200
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5897784
CORRESPONDENCE DATA	
Fax Number:	2023318330
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2022634114
Email:	ipdocket@thompsonhine.com
Correspondent Name:	John W. Ryan
Address Line 1:	1919 M Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	NATURAL CHEMISTRY
NAME OF SUBMITTER:	Melanie DeMattia
Total Attachments: 5 source=NCI#page1.tif source=NCI#page2.tif source=NCI#page3.tif source=NCI#page4.tif source=NCI#page5.tif	

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## ASSET CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSET CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") by and between Natural Chemistry Inc., a Delaware corporation with an address at 40 Richards Avenue, Suite 200, Norwalk, CT 06854 (the "Company") and NCI LLC, a Connecticut limited liability company with an address at 40 Richards Avenue, Suite 200, Norwalk, CT 06854 ("NEWCO").

WITNESSETH:

WHEREAS, the Company is engaged in the business of selling environmentally safe natural enzyme and other specialty chemical products (the "Business");

WHEREAS, as part of a recapitalization plan for the Company, the Company has agreed to contribute, transfer, convey and assign to NEWCO and NEWCO has agreed to acquire and assume all of the Company's right, title and interest in and to the Business and to all or substantially all of the Company's assets; and

WHEREAS, in exchange for such contribution, transfer, conveyance and assignment, NEWCO shall assume the liabilities of the Company related to the Business and issue to the Company a preferred interest in NEWCO consisting of 100,000 Class P Membership Units (the "Preferred Interest").

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Contribution and Transfer of Assets. The Company hereby contributes, transfers, conveys and assigns to NEWCO, and NEWCO hereby acquires and accepts from the Company in exchange for the Preferred Interest, all of the Company's right, title and interest in and to the Business and to all of the assets owned, used or held by the Company (the "Contribution"), including, without limitation, each of the following as the same exist on the Effective Date:

(a) All tangible assets of every kind and description, including, without limitation, all fixed assets, machinery, equipment, leasehold improvements, fixtures, furniture, furnishings, vehicles, computer hardware and software, data processing equipment and other items of a similar or dissimilar character, wherever located;

(b) All inventories, wherever located, including, without limitation, all raw materials, work-in-process and finished goods and all such items in transit, together with all supplies, packaging materials, marketing and sales literature, advertising matter, consumable materials and other items of similar character;

(c) All interests in real property whether fee interest, leasehold interest or otherwise, including (i) the real property owned by the Company in DeWitt, New York, (the "New York Facility") and the improvements thereon and rights appurtenant thereto, including as lessor of certain space in the New York Facility to Crystal Rock LLC

pursuant to the Lease dated January 4, 2006, as extended by a Lease Extension dated December 29, 2010, and (ii) the office lease for certain space at 40 Richards Avenue, Norwalk, Connecticut;

(d) All books, records, manuals and other similar materials, wherever located and in whatever form they may be maintained, including, without limitation, all sales, account and customer records, personnel and payroll records, purchasing and sale records, vendor lists and related historical information, supplier, manufacturing and quality control records, price lists, correspondence and all research and development files;

(e) All credits, prepaid expenses, deferred charges, advance payments, tax refunds, security deposits and similar items;

(f) All accounts receivable, whether billed or unbilled;

(g) All logos, product specifications, formulae, patents and any applications therefor, trade names, trademarks, trademark registrations and any applications therefor, copyrights, copyright registrations and any applications therefor, whether issued or pending, the name "Natural Chemistry" and any derivatives thereof, all licenses for or to intellectual property and all inventions, improvements, secret processes, know-how, trade secrets and technical knowledge of the Business;

(h) All customer contracts, orders and relationships, all supply contracts and relationships, together with all records relating thereto;

(i) To the extent their transfer is permitted by applicable law, all governmental approvals, and any applications therefor, held by the Seller or used in connection with the Business;

(j) All telephone and facsimile numbers, email addresses, domain names and web sites, including, without limitation, all right, title and interest in and to "[www.naturalchemistry.com](http://www.naturalchemistry.com)";

(k) All contracts of the Business, including, without limitation, any right to receive payment for products sold or services rendered by the Business pursuant to such contracts and to assert claims and to take other rightful actions in respect of breaches, defaults and other violations of such contracts;

(l) The stock of Natural Chemistry Canada Inc. and the Company's membership interest in Silicon Chemistry Solutions LLC, and all rights related thereto; and

(m) The goodwill and all other intangible assets not previously referred to in this Paragraph 1 of the Business.

The Business and all of the assets being contributed by the Buyer as described in this Paragraph 1 are hereinafter referred to as the "Transferred Assets". The Transferred Assets are sold, assigned, transferred, conveyed and delivered AS IS, WHERE IS, and WITH ALL FAULTS.

2. Non-Transferable Assets. Notwithstanding Section 1, this Agreement shall not constitute an assignment or attempted assignment of the Seller's corporate minute book and related corporate records. In addition, the Transferred Assets shall not include any asset that would otherwise be a Transferred Asset but for the fact that the assignment of such asset is not permitted under the terms of the contract governing such asset or otherwise requires the consent of any other person (the "Non-Transferable Assets"). The Company authorizes NEWCO to perform all of the Company's obligations under the Non-Transferable Assets and constitutes NEWCO as its attorney-in-fact to act in its name and on its behalf with respect thereto. Further, the Company shall assign each Non-Transferable Asset to the Company when such assignment is permitted and shall take all such action in its name or otherwise so as to provide the Company with the benefits under the Non-Transferable Assets.

3. Effective Date. The effective date of such sale, transfer, assignment and assumption shall be 12:01 a.m. October 1, 2011 (the "Effective Date").

4. Assumption of Liabilities. In further consideration of the Contribution, NEWCO assumes all liabilities, obligations, duties and responsibilities of the Company, whenever and however arising; including without limitation, all tax liabilities, accrued claims, warranty and product claim obligations relating to the Transferred Assets (the "Assumption").

5. Further Assurances. The parties shall execute and cause to be recorded (i) a separate deed in respect of the New York Facility, for recordation in the Onondaga County, New York land records, (ii) separate assignments of patents and trademarks in an appropriate form for recordation with the U.S. Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, and (iii) appropriate documents to change the name of NEWCO to Natural Chemistry LLC, and cease all use of the name "Natural Chemistry" by the Company, except solely in its Delaware corporate name and "Natural Chemistry Holdings Inc." as a d/b/a. The parties agree to take such further action and to execute such further documents and instruments as may be called for in this Agreement or as may be reasonably requested by any party hereto to carry out the intent of this Agreement and more fully effectuate the Contribution and Assumption.

6. Representations, Warranties and Agreements. The Company represents that it is the record and beneficial owner of the Transferred Assets. Each party represents, warrants and agrees that it has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by each party and constitutes each party's legal, valid and binding obligation, enforceable against each party in accordance with its terms.

7. Miscellaneous. Upon the execution and delivery of this Agreement, this Agreement shall become binding upon and inure to the benefit of each of the parties and their respective heirs, executors, other legal representatives, successors and permitted assigns. This

Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective heirs, executors, other legal representatives, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. This Agreement may be executed in multiple counterparts each of which shall constitute but one and the same instrument. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all existing agreements among them, whether oral or written.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

NATURAL CHEMISTRY INC.



OCT 17, 2011

Mark Munford  
President

NCI LLC



Robert J. Kulperger  
Chief Executive Officer

215118

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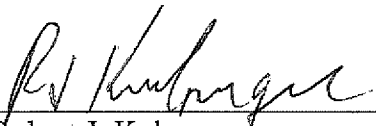
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

NATURAL CHEMISTRY INC.

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Mark Munford  
President

NCI LLC



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