

Form PTO-159* (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):
CHEMPRO, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: South Carolina
 Other _____

Citizenship _____
(see guidelines)

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addressees, or citizenship attached? Yes No

Name: CHEMPRO BRANDS, INC
Internal Address: _____
Street Address: 141 Venture Blvd
City: Spartanburg
State: South Carolina
Country: US Zip: 29306

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship: Delaware
 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)

3. Nature of conveyance/Execution Date(s):
Execution Date(s) April 25, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) 2,874,976; 2,686,104; 2,348,688; 2,074,962; 2,065,881; 962,363; 1,408,119; and 1,287,574

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
MAGNIFICO, ORANGE FRESH, MEAN GREEN, MAGNUM POWER, MEAN CLEAN, PINE POWER, MEAN GREEN (and Design), and PINE POWER

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

Name: Edward A. Pennington, Esq
Bingham McCutchen LLP
Atty Dkt: 4191900009
Street: 3000 K Street, N.W.
Address: Suite 300
City: Washington State: DC Zip: 20007-5116
Phone Number: 202-424-7500
Fax Number: 202-295-8478
Email Address: _____

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215

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 19-5127 (Order #4191900009)
Authorized User Name: _____

9. Signature: [Signature] 4/25/06
Signature Date

Robert R. Seabold, Reg. No. 41,298
Name of Person Signing

Total number of pages (including cover sheet, attachments, and documents) 4

CH \$215.00 195127 2874976

ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, CHEMPRO, INC., a South Carolina corporation ("**Assignor**"), is the sole and exclusive owner of the United States trademarks and registrations described on **Exhibit A** attached hereto (the "**U.S. Trademarks**");

WHEREAS, CHEMPRO BRANDS, INC., a Delaware corporation ("**Assignee**"), desires to acquire the entire right, title and interest in, to and under said marks and the registration thereof; and

WHEREAS, pursuant to that certain Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of February 7, 2006, by and among Assignor, Allied Capital Corporation, a Maryland corporation, CR Brands, Inc., a Delaware corporation, Allen H. McIntyre, in his capacity as the Shareholders' Representative, and ChemPro Acquisition Corp., a Delaware corporation, and subject to and in accordance with the terms and conditions set forth therein, Assignor has agreed, among other things, to transfer to Assignee the U.S. Trademarks.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee all of Assignor's right, title and interest in, to and under the U.S. Trademarks, together with the goodwill of the business symbolized by said marks and registrations, together with all rights and privileges granted and secured thereby, including the right to sue for any past infringement, said rights to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of U.S. Trademarks had not been made.

Assignor warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the U.S. Trademarks of which the Assignee has not otherwise been advised.

Assignor further warrants that, upon the request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

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IN WITNESS WHEREOF, Assignor has caused this Assignment of U.S. Trademarks to be executed by its officer thereunto duly authorized as of the date of execution below.

CHEMPRO, INC.,
a South Carolina corporation

Date: 4/25/06

By: 
Name: Allen H. McIntyre
Title: President and CEO

STATE OF SOUTH CAROLINA)
) SS:
)

On this 25 day of April, 2006 personally appeared before me Allen H. McIntyre, who being by me first duly sworn, under oath stated that he is the duly elected and acting President and CEO of ChemPro, Inc., a South Carolina corporation, and that he signed the foregoing instrument for the uses and purposes set forth therein as his free and voluntary act and as the free and voluntary act of said corporation.

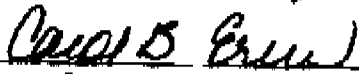
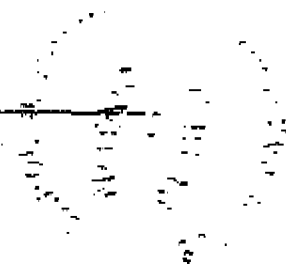

Notary Public 

Exhibit A

U.S. Trademarks

1. Trademark Principal Register: **MAGNIFICO**, Reg. No. 2,874,976, registered August 17, 2004.
2. Trademark Principal Register: **ORANGE FRESH**, Reg. No. 2,686,104, registered February 11, 2003.
3. Trademark Principal Register: **MEAN GREEN**, Reg. No. 2,346,689, registered May 2, 2000.
4. Trademark Principal Register: **MAGNUM POWER**, Reg. No. 2,274,962, registered August 31, 1999.
5. Trademark Principal Register: **MEAN CLEAN**, Reg. No. 2,065,981, registered May 27, 1997.
6. Trademark Principal Register: **PINE POWER**, Reg. No. 962,363, registered July 3, 1973.
7. Trademark Principal Register: **MEAN GREEN (and Design)**, Reg. No. 1,408,119, registered September 9, 1986.
8. Trademark Principal Register: **PINE POWER**, Reg. No. 1,287,574, registered July 31, 1984.