Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wolstenholme International, Inc.		03/31/2008	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	Emerald Hilton Davis, LLC	
Street Address:	2235 Landgon Farm Road	
City:	Cincinnati	
State/Country:	ОНЮ	
Postal Code:	45237	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3066994	OBSIDIAN
Serial Number:	77279629	JETBLACK
Serial Number:	77279590	POLYJET
Serial Number:	77279564	MULTIJET
Serial Number:	77279609	ULTRAJET
Serial Number:	77279582	OPTIJET
Serial Number:	77279544	ECONOJET
Serial Number:	77279516	VANTAGE

#### **CORRESPONDENCE DATA**

Fax Number: (312)660-0424

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

Phone: 312-861-2000

Email: ccasey@kirkland.com, tmcmanus@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

200 East Randolph Drive, Suite 5300 Address Line 1:

**REEL: 003760 FRAME: 0785** 

**TRADEMARK** 900104263

Address Line 2: c/o Christine Casey Address Line 4: Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	10671-8	
NAME OF SUBMITTER:	Christine Casey	
Signature:	/Christine Casey/	
Date:	04/16/2008	
Total Attachments: 5 source=Emerald Hilton TM ASSIGN#page1.tif source=Emerald Hilton TM ASSIGN#page2.tif source=Emerald Hilton TM ASSIGN#page3.tif source=Emerald Hilton TM ASSIGN#page4.tif source=Emerald Hilton TM ASSIGN#page5.tif		

TRADEMARK
REEL: 003760 FRAME: 0786

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 31, 2008 ("Effective Date") by and between Wolstenholme International, Inc., an Illinois corporation, with its principal office at 850 Hawthorne Lane, West Chicago, Illinois 60185 ("Assignor"), and Emerald Hilton Davis, LLC, a Delaware limited liability company, with its principal office at 2235 Landgon Farm Road, Cincinnati, Ohio 45237 ("Assignee").

**WHEREAS,** Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 31, 2008 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the United States applications for trademark registration and the foreign trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assigner shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other

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documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WOLSTENHOLME INTERNATIONAL, INC	. EMERALD HILTON DAVIS, LLC
N den	
Name: Andrew Rink	Name:
Title: Vice President	Title:
STATE OF Coulombia SS.  COUNTY OF Coulombia SS.  On this day of colombia 2008, personally known to me, who acknowledged that his/her voluntary act and deed on behalf and with the solicitors  Inc. NIGEL HOLDEN & CO  SOLICITORS  97A GISBURN ROAD  BARROWFORD  NELSON  STATE OF BB9 6DX  SS.  COUNTY OF  On this day of March, 2008, there personally known to me, who acknowledged that his/her voluntary act and deed on behalf and with the solicitors.	Notary Public  A. NIGEL HOLDEN  NOTATIVE FUELIC  appeared before me
	Notary Public
	A. NIGEL HOLDEN NOTARY PUBLIC

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WOLSTENHOLME INTERNATIONAL, II	NC. EMERALD HILTON DAVIS, LLC
•	Carlacidewagen
Name:	Name: Candace M. Wagner
Title:	Title: CFO and Treasurer
STATE OF ) ) SS. COUNTY OF )	
On this day of March, 2008, the personally known to me, who acknowledged the his/her voluntary act and deed on behalf and will Inc.	
	Notary Public
Wagner, personally known to me, who ac	2008, there appeared before me Candace M. Eknowledged that he/she signed the foregoing in behalf and with full authority of Emerald Hilton  Source M. Spencer  Notary Public
	INVCE M SPENCER Motory Public

JOYCE M. SPENCER, Notary Public Residence - Stark County Statewide Jurisdiction, Ohio My Commission Expires Feb. 8, 2011

## **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
3066994	March 14, 2006	OBSIDIAN

# **U.S. TRADEMARK APPLICATIONS**

Trademark		Mark
Application No.	Filing Date	
77279629	September 14, 2007	JETBLACK
77279590	September 14, 2007	POLYJET
77279564	September 14, 2007	MULTIJET
77279609	September 14, 2007	ULTRAJET
77279582	September 14, 2007	OPTIJET
77279544	September 14, 2007	ECONOJET
77279516	September 14, 2007	VANTAGE

# **UNITED KINGDOM TRADEMARK REGISTRATION**

Trademark Registration No.	Registration Date	Mark
2202448	July 13, 2001	OBSIDIAN

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