

TRADEMARK ASSIGNMENT

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
Liquid Fence Co., Inc.		12/07/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Liquid Holding Company, Inc.		
Street Address:	Box 300		
City:	Brodheads ville		
State/Country:	PENNSYLVANIA		
Postal Code:	18322		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980231	THE ULTIMATE INSECT REPELLENT	
Registration Number:	2980232	ULTIMATE	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
Phone:	215-851-8100		
Email:	karmellino@reedsmith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Matthew P. Frederick		
Address Line 1:	1650 Market Street		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:		03-40146-US	
NAME OF SUBMITTER:		Matthew P. Frederick	
Signature:		/Matthew P. Frederick/	

OP \$65.00 2980231

Date:

12/09/2011

Total Attachments: 2

source=Ultimate Assignment#page1.tif

source=Ultimate Assignment#page2.tif

TRADEMARK ASSIGNMENT

This agreement ("Agreement") is entered into and effective as of the date last set forth below ("Effective Date") by and between LIQUID FENCE CO., INC., a Pennsylvania corporation, having an address of Box 300, Brodheadsville, PA 18322, United States of America (hereinafter "ASSIGNOR"), and LIQUID HOLDING COMPANY, INC., a Delaware corporation, having an address of Box 300, Brodheadsville, Pennsylvania, 18322, United States of America (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks, and the associated goodwill and the registrations listed in Exhibit A (collectively hereinafter the "Marks");

WHEREAS, ASSIGNOR desires to assign the Marks to ASSIGNEE;

WHEREAS, ASSIGNEE desires to acquire the Marks, together with any and all goodwill associated therewith; and

WHEREAS, the parties wish to acknowledge this assignment.

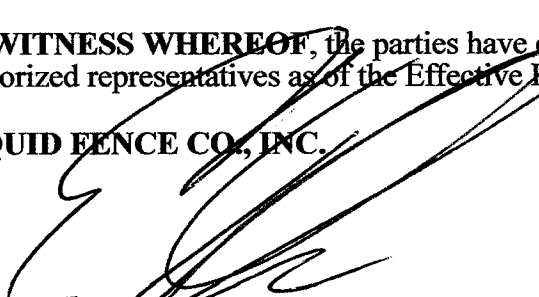
NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, ASSIGNOR hereby assigns, transfers and sets over unto ASSIGNEE, the whole and entire right, title and interest in and to the Marks, together with any and all goodwill associated therewith, the Marks to be held and enjoyed by ASSIGNEE for its own use and on its own behalf, and to inure to the benefit of ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Agreement not been executed and such assignment, sale and transfer not been made.

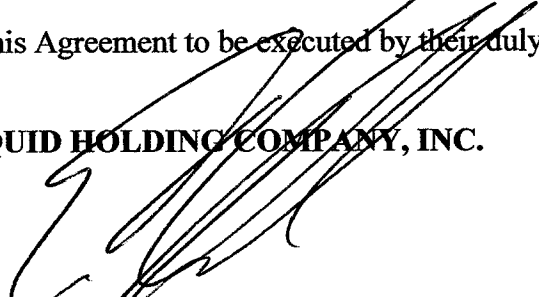
This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LIQUID FENCE CO., INC.

LIQUID HOLDING COMPANY, INC.

By: 
Name: Edward Abraham
Title: President

By: 
Name: Edward Abraham
Title: President

Date: 12/7/2011

Date: 12/7/2011

EXHIBIT A

Mark	U.S. Serial/Registration No.	U.S. Filing/Registration Date
THE ULTIMATE INSECT REPELLENT	2,980,231	Registered: July 26, 2005
ULTIMATE	2,980,232	Registered: July 26, 2005