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**TRADEMARK ASSIGNMENT**

WHEREAS, G&H TECHNOLOGY, INC., a Delaware corporation, having its principal office at 750 W. Ventura Blvd., Camarillo, California, has adopted, used, and is using in commerce in the United States the trademark listed in Exhibit A-1 attached hereto and was, prior to its expiration, the owner of U.S. Trademark Registration No. \_\_\_\_\_ for said trademark and is the owner of the pending U.S. Trademark Application for said trademark shown on said Schedule, as well as any and all common law rights to said trademark (said trademark, registration, application and common law rights are hereinafter collectively "the Mark"); and

WHEREAS, B.W. ELLIOTT MANUFACTURING CO., INC., a New York corporation, having its principal offices at c/o Millbrook Capital Management, 152 West 57th Street, 17th Floor, New York, New York, is desirous of acquiring the Mark.

NOW, THEREFORE, G&H TECHNOLOGY, INC. agrees, covenants, represents and warrants as follows:

1. G&H TECHNOLOGY, INC. is the sole owner of the Mark and any and all rights thereto, including, without limitation, the U.S. Trademark Application covering the Mark set forth on Exhibit A-1 attached hereto; said U.S. Trademark Application is currently pending and valid and not the subject of any office action, opposition or other adverse claim; G&H TECHNOLOGY, INC. has used the Mark in commerce since 1968 and such use has not been abandoned or interrupted for more than one year; there is no claim or challenge to G&H TECHNOLOGY, INC.'s exclusive ownership of, or exclusive rights to use, the Mark or to the validity of the Mark that is pending and not resolved.
2. G&H TECHNOLOGY, INC. warrants that no right, license, security interest or other encumbrance is presently outstanding in favor of any third party with respect to any rights in the Mark.
3. In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, G&H TECHNOLOGY, INC. hereby assigns to B.W. ELLIOTT MANUFACTURING CO., INC. all right, title and interest in the United States in and to the Mark and said application therefor, together with the goodwill of the business symbolized by the Mark including said U.S. Trademark Application to register said trademark and any other rights held by G&H TECHNOLOGY, INC. in respect thereof.
4. B.W. ELLIOTT MANUFACTURING CO., INC. is the successor to the business of G&H TECHNOLOGY, INC. to which the Mark pertains.

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5. G&H TECHNOLOGY, INC. further assigns to B.W. ELLIOTT MANUFACTURING CO., INC. all rights to damages or profits, due or accrued, arising out of past infringement of the Mark or injury to the goodwill connected with the use of the Mark.

6. G&H TECHNOLOGY, INC. agrees to provide any documentation or assistance that B.W. ELLIOTT MANUFACTURING CO., INC. may reasonably request in securing, enforcing and perfecting the rights transferred pursuant to this Agreement.

7. This Trademark Assignment shall be deemed effective as of the date hereof.

The Commissioner of Patents and Trademarks is requested to issue any Certificates of Registration for the Mark to said assignee, B.W. ELLIOTT MANUFACTURING CO., INC.

Signed at Cambridge this 5 day of February, 1999.

G&H TECHNOLOGY, INC.

By [Signature] as President  
Name:  
Title: President

STATE OF California )  
COUNTY OF Ventura ) ss:

On this 5 day of February, 1999, before me came Carl Weiss, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of said corporation with full authority to do so.



[Signature]  
Notary Public

6. G&H TECHNOLOGY, INC. agrees to provide any documentation or assistance that B.W. ELLIOTT MANUFACTURING CO., INC. may reasonably request in securing, enforcing and perfecting the rights transferred pursuant to this Agreement.

7. This Trademark Assignment shall be deemed effective as of the date hereof.

The Commissioner of Patents and Trademarks is requested to issue any Certificates of Registration for the Mark to said assignee, B.W. ELLIOTT MANUFACTURING CO., INC.

Signed at Camarillo, this 5<sup>th</sup> day of February, 1999.

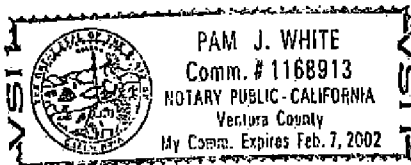
G&H TECHNOLOGY, INC.

By: [Signature]  
Name: CARL WEISS  
Title: President

STATE OF California )  
 ) ss:  
COUNTY OF Ventura )

On this 1<sup>st</sup> day of February, 1999, before me came Carl Weiss, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of said corporation with full authority to do so.

[Signature]  
Notary Public



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# EXHIBIT A-1 TRADEMARK

The ServicAir Trademark expired but has been reapplied. Attached is the:

1. cover letter to the PTO
2. two page application
3. application "drawing"
4. copy of specimen mark from front page of brochure
5. copy of check for filing fee.