

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/25/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imaging & Sensing Technology Corporation		10/25/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Aerion Technologies, Inc.
Doing Business As:	DBA Macurco
Street Address:	6555 S. Kenton Street
Internal Address:	Suite 304
City:	Centennial
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	CORPORATION: SOUTH DAKOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2629784	KNOW YOUR AIR

CORRESPONDENCE DATA

Fax Number: (605)334-4814
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 605-334-0005
 Email: jennifer@hwalaw.com
 Correspondent Name: Jennifer Riley
 Address Line 1: 600 S. Main Avenue
 Address Line 2: Suite 102
 Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

NAME OF SUBMITTER:	Jennifer Riley
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OP \$40.00 2629784

Signature:

/JLR/

Date:

06/13/2006

Total Attachments: 1

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TRADEMARK ASSIGNMENT

Imaging & Sensing Technology Corporation (hereinafter ASSIGNOR), whose address is 100 IST Center, Horseheads, New York, USA, 14845, is the owner of certain intellectual property. Specifically, Assignor has secured a federal mark registration for "KNOW YOUR AIR" which was registered by the Canadian Intellectual Property Office on September 17, 2001 and issued Reg. No. TMA550879 (hereinafter referred to as the "subject mark"); and

Assignor desires to confirm and formally transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the subject mark along with all goodwill connected with and symbolized by said subject mark; and

This assignment is done nunc pro tunc in that Assignor intended to assign and transfer, and did in fact assign and transfer the subject mark and all goodwill connected with and symbolized thereby to Assignee as part of the earlier transfer.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective _____. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor hereby warrants and covenants that all applicable maintenance fees have been paid for the subject mark as of the date of signing.

Assignor further warrant and covenants that is has the full and unencumbered right to sell and assign the interests herein sold and assigned and that is has not executed and will not execute any document or instrument in conflict herewith; and there are no outstanding security interests or UCC filings related to the subject mark.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

Executed this 25 day of October 2004 for Imaging & Sensing Technology Corporation by Donald W. Nariman its CEO a duly authorized signatory of the Corporation.

State of New York) Before me personally appeared Donald W. Nariman known to me or proved to me to be the CEO of the Corporation that is in, and that executed the within instrument and acknowledged to me that such corporation executed the same.
County of Steuben)
My commission Expires 12/12/2004 Notary Public George S. Jacobus

(Notary Seal)

GEORGE S. JACOBUS
NOTARY PUBLIC, STATE OF NEW YORK
3/2005 COUNTY 4944990
MY COMMISSION EXPIRES DECEMBER 12, 2004