

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
Meritech, Inc.		06/22/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	ICON Systems, LLC		
Street Address:	18250 South Akron Street, Suite 201		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1692698	CLEANTECH	
CORRESPONDENCE DATA			
Fax Number:	(216)621-6165		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-621-1113		
Email:	dgalin@rennerotto.com		
Correspondent Name:	M. David Galin		
Address Line 1:	1621 Euclid Ave. - 19th Floor		
Address Line 2:	Renner, Otto et al.		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	GLENG0101		
NAME OF SUBMITTER:	M. David Galin		
Signature:	/MDavidGalin/		
Date:	07/25/2006		

OP \$40.00 1692698

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, is dated as of June 22, 2006, by and between MERITECH, INC., a Colorado corporation ("Seller"), and ICON Systems, LLC, a Colorado limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated May 25, 2006 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign and transfer to Buyer substantially all of the assets of Seller, including all of Seller's rights in and to the mark CLEANTECH, with United States Patent and Trademark Office registration #1,692,698 (the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, transfers, assigns, and otherwise conveys to Buyer, all of Seller's right, title, and interest in and to the Mark, the goodwill of the business symbolized by and associated with the Mark, the United States Patent and Trademark Office registration #1,692,698 associated with the Mark, and all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims against third parties for, or any profits arising from, past, present, or future infringement of the Mark or violations of the licenses of the Mark.


Seller covenants that it will, at any time and from time to time at the request of Buyer do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and documents as Buyer may reasonably request to evidence or record the assignment of the Mark and the associated rights to Buyer as stated above.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Trademark Assignment Agreement to be executed as of the date first above written.

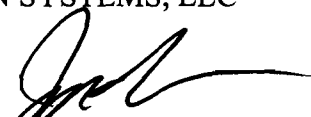
SELLER:

MERITECH, INC.

By: 
Its: President

BUYER:

ICON SYSTEMS, LLC

By: 
Its: CEO