

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	10/31/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caitra Technologies Incorporated		10/31/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Avure Technologies Incorporated		
Street Address:	23500 64th Avenue South		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2776856	AVURE	
CORRESPONDENCE DATA			
Fax Number:	(703)668-8200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-668-8000		
Email:	dcdocketing@hdp.com		
Correspondent Name:	David R. Haarz		
Address Line 1:	11730 Plaza America Dr.		
Address Line 2:	Suite 600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	10400A-200002/US		
NAME OF SUBMITTER:	David R. Haarz		
Signature:	/david r haarz/		

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REEL: 003398 FRAME: 0979

Date:

09/28/2006

**Total Attachments: 4**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is effective as of the 31st day of October, 2005, by and between Cairra Technologies Incorporated, a Washington corporation, located at 23500 64th Avenue South, Kent, WA, 98032 ("Assignor"), and Avure Technologies Incorporated, a Delaware corporation, located at 23500 64th Avenue South, Kent, WA, 98032 ("Assignee").

WHEREAS, Flow International Corporation, a Delaware corporation and parent of Assignor, has entered into a Purchase Agreement, dated as of September 30, 2005 with Quintus Holdings, LLC (the "Purchase Agreement"), and the assignment of all Intellectual Property of Assignor to Assignee is a condition to the consummation of the transactions contemplated by the Purchase Agreement. All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Assignor desires to assign all of its right, title and interest in and to all of the Intellectual Property (as defined below) of Assignor;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Intellectual Property of Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acknowledges and agrees to the following:

1. "Intellectual Property" means all intellectual property rights arising under the Law of any jurisdiction from or associated with the following: (1) trade names, trademarks and service marks (registered and unregistered), domain names and applications (including intent to use applications) to register any of the foregoing (collectively, "Marks"); (2) patents and patent applications (collectively, "Patents"); (3) copyrights and registrations and applications therefore (collectively, "Copyrights"); (4) know-how, inventions, discoveries, methods, processes, technical data, research and development information, technology and other technical information, in each case that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Patents or Copyrights that may cover or protect any of the foregoing (collectively, "Trade Secrets"); and (5) moral rights, publicity rights, trade dress and similar rights, rights in respect of utility models or industrial designs, and any other proprietary, intellectual or industrial property rights of any kind or nature that do not comprise or are not protected by Marks, Patents, Copyrights or Trade Secrets.
2. "Transferred Intellectual Property" means all Intellectual Property owned by Assignor, including without limitation the Intellectual Property described in Schedule I.
3. Assignor does hereby acknowledge that Assignor has irrevocably sold, assigned, transferred, conveyed and delivered, and does hereby irrevocably sell, assign, transfer, convey and deliver, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Transferred Intellectual Property, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including any registrations or applications and any common law rights in connection with the Transferred Intellectual Property, together with the associated goodwill throughout the world (the "Assigned Rights") and the right, if any, to sue or bring any claim and/or action for past, present and future infringement of the Assigned Rights. Assignee assumes and agrees to observe, perform, pay, and otherwise discharge when due all Liabilities arising from or related in any way to the Transferred Intellectual Property, excluding any Liabilities related to the matters set forth on Schedule II. The Transferred Intellectual Property will be transferred hereunder at their fair market value, other than any inventory (which will be transferred at the lower of cost or market) and fixed assets (which will be transferred at book value as an approximation of fair market value).
4. Assignor will, at the Assignee's request, execute and deliver such additional documents and forms as may be required to permit the Assignee to record and perfect the interest of the Assignee in and to the Transferred Intellectual Property in the relevant registration authorities. Assignor shall be solely responsible for the production

and content of any such documents and forms and shall be solely responsible for and pay any and all fees charged by the registration authorities in any country in connection with the registration of the transfer of the Transferred Intellectual Property.

5. THE TRANSFERRED INTELLECTUAL PROPERTY PROVIDED BY TRANSFEROR HEREUNDER IS PROVIDED "AS IS" AND TRANSFEROR DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT.

6. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws provisions. This Assignment constitutes the entire and only agreement of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, understandings, course of dealings and negotiations regarding the same.

DATED this 31st day of October, 2005.

ASSIGNOR:

CAITRA TECHNOLOGIES INCORPORATED

By: 


State of Washington )  
 ) ss.

County of King )

I certify that I know or have satisfactory evidence that John S. Ceneris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary of CAITRA TECHNOLOGIES INCORPORATED to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.



Dated Oct. 31, 2005



Notary Public

ASSIGNEE:

AVURE TECHNOLOGIES INCORPORATED

By: 

State of Washington )  
 ) ss.

County of King )

I certify that I know or have satisfactory evidence that John S. Lenes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary of AVURE TECHNOLOGIES INCORPORATED to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated Oct. 31, 2005



  
Notary Public

Docket No.: 340058-289NZ Appl No: 661168 Reg No: 661168 Status: Registered  
Mark: AVURE Filing Date: 7/22/2002 Reg Date: 12/8/2003  
Country: New Zealand Class(es): 11 Int. RenewalDate: 1/23/2009  
Goods/Services: Apparatus for heating, steam generating, cooking, and refrigerating; food processing equipment in this class, including sterilizers not for medical purposes.

Docket No.: 340058-290NZ Appl No: 661169 Reg No: 661169 Status: Registered  
Mark: AVURE Filing Date: 7/22/2002 Reg Date: 12/9/2002  
Country: New Zealand Class(es): 40 Int. RenewalDate: 1/23/2009  
Goods/Services: Food processing services; sterilizing services in the field of food; leasing of food processing and sterilization equipment.

Docket No.: 340058-283 Appl No: 78/104410 Reg No: 2776856 Status: Registered  
Mark: AVURE Filing Date: 1/23/2002 Reg Date: 10/21/2003  
Country: USA Class(es): 11 Int. RenewalDate: 10/21/2013  
Goods/Services: Food processing equipment, namely, sterilizers, not for medical purposes.

Docket No.: 340058-284 Appl No: 78/104411 Reg No: 2907170 Status: Registered  
Mark: AVURE Filing Date: 1/23/2002 Reg Date: 11/30/2004  
Country: USA Class(es): 40 Int. RenewalDate: 11/30/2014  
Goods/Services: Food processing services; sterilization services in the field of food; leasing of food processing and sterilization equipment.

Docket No.: 340058-282 Appl No: 75/981558 Reg No: 2568194 Status: Registered  
Mark: FRESHER UNDER PRESSURE Filing Date: 10/23/1997 Reg Date: 5/7/2002  
Country: USA Class(es): 29 Int. RenewalDate: 5/7/2012  
Goods/Services: Full line of processed foods, namely, seafood, and processed fruits.

Docket No.: 340058-210 Appl No: 75/377825 Reg No: 2333648 Status: Registered  
Mark: FRESHER UNDER PRESSURE Filing Date: 10/23/1997 Reg Date: 3/21/2000  
Country: USA Class(es): 11 Int. RenewalDate: 3/21/2010  
Goods/Services: Food processing equipment, namely, sterilizers, not for medical purposes.

Docket No.: 340058-372 Appl No: 78/474970 Reg No: Status: Published  
Mark: FRESHER UNDER PRESSURE Filing Date: 8/27/2004 Reg Date:  
Country: USA Class(es): 29 Int. RenewalDate:  
Goods/Services: Processed vegetables, namely, onions, potatoes, green beans, peas, celery, peppers, carrots and tomatoes; processed fruites; and processed seafood.