

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Celerity, Inc.		10/12/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FTS Systems, Inc.
<b>Street Address:</b>	3538 Main Street
<b>City:</b>	Stone Ridge
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12484
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2432784	MAXI COOL
Serial Number:	75656067	ULTRA-COOL
Registration Number:	2505955	LYOSTAR
Registration Number:	2587219	LYOMANAGER
Registration Number:	1713407	TURBO-JET
Serial Number:	76305484	ULTRA-COOL
Registration Number:	1502867	ACCELERATOR
Registration Number:	1329425	AIR-JET
Registration Number:	1320557	BIO-COOL
Registration Number:	1394756	CHALLENGER
Registration Number:	1016758	FLEXI-COOL
Registration Number:	1015728	FTS
Registration Number:	1017898	MULTI-COOL

<b>CORRESPONDENCE DATA</b>	<b>TRADEMARK</b>
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**CH \$340.00 2432784**

Fax Number: (617)395-7070  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-395-7000  
Email: rastrademarks@LL-A.com  
Correspondent Name: Robert A. Skrivanek, Jr.  
Address Line 1: One Main Street  
Address Line 2: Lowrie, Lando & Anastasi, LLP  
Address Line 4: Cambridge, MASSACHUSETTS 02142

ATTORNEY DOCKET NUMBER:	K0479-4000
NAME OF SUBMITTER:	Robert A. Skrivanek, Jr.
Signature:	/Robert A. Skrivanek, Jr./
Date:	10/13/2006

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "*Agreement*") is made and effective as of October 12, 2006, by and between Celerity, Inc., a Delaware corporation ("*Seller*"), and FTS Systems, Inc., a Delaware corporation ("*Purchaser*").

**WHEREAS**, Purchaser is a wholly owned subsidiary of Seller;

**WHEREAS**, Seller and Purchaser have each determined that it is in each party's best interest for , Purchaser to acquire from Seller all of Seller's right, title and interest in and to the Acquired Trademarks (as defined below).

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, as the successor to Seller's business to which the Seller's trademarks (whether registered or unregistered), trademark applications and trade names set forth on **Schedule I** hereto (collectively, the "*Acquired Trademarks*") pertain, all of its right, title and interest in and to the Acquired Trademarks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Acquired Trademarks.

2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past, present or future infringements of the Acquired Trademarks, or injury to the goodwill associated with the Acquired Trademarks, as well as the rights to sue for and recover the Acquired Trademarks in Purchaser's own name.

3. Seller covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Trademarks to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies; and (ii) necessary for Purchaser to secure the transfer of the Acquired Trademarks.

4. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of laws).

[Signature Page Follows]

**IN WITNESS WHEREOF**, Seller and Purchaser have each caused this Agreement to be duly executed and delivered as of the date first written above.

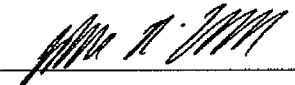
**PURCHASER:**

**FTS SYSTEMS, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN R. FERRON  
\_\_\_\_\_  
CFO  
\_\_\_\_\_

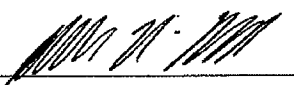
**SELLER:**

**CELERITY, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN R. FERRON  
\_\_\_\_\_  
CFO  
\_\_\_\_\_

**Schedule I**

**Trademarks**

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
USA	MAXI-COOL	75/656066	8-Mar-1999	2432784	6-Mar-2001	Registered
USA	ULTRA-COOL	75/656067	8-Mar-1999			Abandoned
USA	LYOSTAR	75/917956	14-Feb-2000	2505955	13-Nov-2001	Registered
USA	LYOMANAGER	75/917947	14-Feb-2000	2587219	2-Jul-2002	Registered
USA	TURBO-JET	74/116542	19-Nov-1990	1713407	8-Sep-1992	Registered
USA	ULTRA-COOL	76/305484	27-Aug-2001			Abandoned
USA	ACCELERATOR	73669799	1-Jul-1987	1502867	6-Sep-1988	Cancelled
USA	AIR-JET	73477415	26-Apr-1984	1329425	9-Apr-1985	Cancelled
USA	BIO-COOL	73477416	26-Apr-1984	1320557	19-Feb-1985	Cancelled
USA	CHALLENGER	73564833	24-Oct-1985	1394756	27-May-1986	Cancelled
USA	FLEXI-COOL	73024337	17-Jun-1974	1016758	29-Jul-1975	Expired
USA	FTS	73004234	23-Oct-1973	1015728	15-Jul-1975	Expired
USA	MULTI-COOL	73024336	17-Jun-1974	1017898	12-Aug-1975	Expired