

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| Turbonetics, Inc. | | 01/08/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Turbonetics Holdings, Inc. |
| Composed Of: | COMPOSED OF c/o Edgewater Capital Partners, L.P. |
| Street Address: | 100 North Main Suite 235 |
| City: | Chagrin Falls |
| State/Country: | OHIO |
| Postal Code: | 44022 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 1197120 | DELTAGATE |
| Registration Number: | 2217183 | TURBONETICS |
| Registration Number: | 2323781 | TORQUE-MASTER |
| Registration Number: | 2886625 | NEWGEN |
| Registration Number: | 2769140 | VISTECH |
| Registration Number: | 2769139 | BLU-ESTER |
| Registration Number: | 2769138 | TS-1 |
| Registration Number: | 2794323 | AFX3 |
| Registration Number: | 2810241 | KEEPING YOU COOL UNDER PRESSURE |
| Registration Number: | 3001847 | TURBONETICS |
| Registration Number: | 3001844 | TURBONETICS |

CORRESPONDENCE DATA

OP \$290.00 1197120

Fax Number: (440)893-9060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-292-3838
Email: rmeany@edgewatercapital.com
Correspondent Name: Ryan J. Meany
Address Line 1: 100 North Main Suite 235
Address Line 2: c/o Edgewater Capital Partners, L.P.
Address Line 4: Chagrin Falls, OHIO 44022

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 75726 |
| NAME OF SUBMITTER: | Mary R. Segulin |
| Signature: | /Mary R. Segulin/ |
| Date: | 04/09/2007 |

Total Attachments: 4

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EXECUTION VERSION

GENERAL ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT
(Assets)

THIS GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT (the "Agreement") is entered into as of January 8, 2007 between TURBONETICS, INC., a Delaware corporation ("Seller") and TURBONETICS HOLDINGS, INC., a Delaware corporation ("Purchaser"). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement (as such term is defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of an Asset Purchase Agreement, entered into as of December 21, 2006 (the "Purchase Agreement") among Purchaser, Seller and with respect to Sections 10.7, 11.7, 12.7 and Article 17 of the Purchase Agreement only, Kelly Aerospace, Inc., a Delaware corporation and parent of Seller, Purchaser desires to purchase and Seller desires to sell to Purchaser, substantially all of Seller's Subject Assets relating to or used in connection with the operation of Seller's Business and Purchaser desires to assume the Assumed Liabilities; and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to Purchaser's and Seller's obligations to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, Seller, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged and pursuant to the terms and conditions contained in the Purchase Agreement, hereby sells, conveys, transfers, assigns and delivers to Purchaser, its successors and assigns, free and clear of all Encumbrances, all of the Subject Assets.

In connection with the transfer of the Subject Assets and on the basis of the representations, warranties and agreements contained in the Purchase Agreement, and subject and pursuant to the terms of the Purchase Agreement, Purchaser hereby assumes and agrees to pay, perform and discharge the Assumed Liabilities.

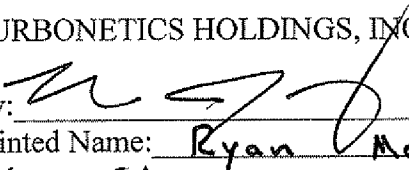
This Agreement and the covenants and agreements contained herein shall inure to the benefit of Purchaser and its successors and shall bind Seller and its successors.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

TURBONETICS HOLDINGS, INC.

By:  _____

Printed Name: Ryan Meany

Title: Chairman

TURBONETICS, INC.

By: _____

Printed Name: _____

Title: _____

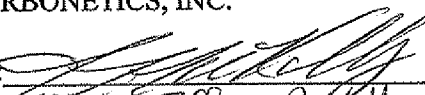
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

TURBONETICS HOLDINGS, INC.

By: _____
Printed Name: _____
Title: _____

TURBONETICS, INC.

By: 
Printed Name: Jeffrey R. Kelly
Title: President

Schedule 3.18.1
to Asset Purchase Agreement among Turbonetics Holdings, Inc. , Turbonetics, Inc., and
Kelly Aerospace, Inc., dated as of December 21, 2006.

IP Schedule

REGISTERED TRADEMARKS

| <u>Mark</u> | <u>Reg. No. & Date</u> |
|------------------------------------|----------------------------|
| DELTAGATE | 1197120/June 8, 1982 |
| TURBONETICS | 2217183/January 12, 1999 |
| TORQUE-MASTER | 2323781/February 29, 2000 |
| NEWGEN | 2886625/September 21, 2004 |
| VISTECH | 2769140/September 30, 2003 |
| BLU-ESTER | 2769139/September 30, 2003 |
| TS-1 | 2769138/September 30, 2003 |
| AFX3 | 2794323/December 16, 2003 |
| KEEPING YOU COOL UNDER PRESSURE | 2810241/February 3, 2004 |
| TURBONETICS | 3001847/September 27, 2005 |
| TURBONETICS | 3001844/September 27, 2005 |