

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Effox, Inc.		02/28/2007	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ceco Acquisition Corp.		
<b>Street Address:</b>	c/o 425 Walnut Street		
<b>Internal Address:</b>	Suite 1800		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1778653	EFFOX	
Registration Number:	1641029	EFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)381-0205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-381-2838		
<b>Email:</b>	bayliss@taftlaw.com		
<b>Correspondent Name:</b>	Linda D. Bayliss, paralegal		
<b>Address Line 1:</b>	425 Walnut Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Linda Bayliss, paralegal		
<b>Signature:</b>	/Linda Bayliss, paralegal/		

CH \$65.00 1778653

Date:

06/15/2007

**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment"), dated as of February 28, 2007, is made and entered into by and between EFFOX, INC., an Ohio corporation ("Assignor"), and CECO ACQUISITION CORP., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 28, 2007 (as the same may be amended, restated, supplemented, and/or renewed from time to time, the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of Assignor (capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement); and

WHEREAS, Assignor is the owner of the Intellectual Property Assets, that Assignor desires to transfer to Assignee.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

1.1. General. Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to the Intellectual Property Assets.

1.2. Trademarks. Without limiting the generality of Section 1.1,

(a) Assignor assigns, conveys, and transfers unto Assignee Assignor's entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Intellectual Property Assets, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Intellectual Property Assets (including, but not limited to those listed on Schedule A attached hereto) all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with which is symbolized by the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

(b) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic governmental authority to transfer to Assignee, its successors and assigns, record ownership of such registrations and/or applications, and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic, arising from the applications.

2. Further Assurances.

Assignor and Assignee agree to execute such additional documents and to perform such additional tasks as are required to effectuate the terms of this Assignment, including without

limitation, the execution and filing of any documents necessary to transfer to Assignee and its successors and assigns all of Assignor's rights in the Intellectual Property Assets in the countries in which such Intellectual Property Assets is protected.

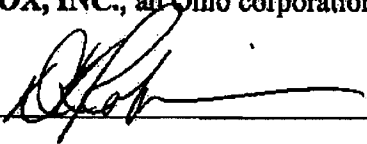
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

ASSIGNOR:  
EFFOX, INC., an Ohio corporation

ASSIGNEE:  
CECO ACQUISITION CORP., a  
Delaware corporation

By: 

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

Name: David K. Robinson

Name: Dennis W. Blazer

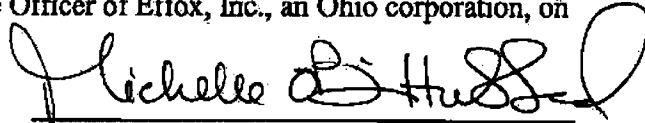
Title: Chief Executive Officer

Title: Treasurer

STATE OF INDIANA     )  
  ) SS  
COUNTY OF MARION    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February 2007, by David K. Robinson, the Chief Executive Officer of Efofx, Inc., an Ohio corporation, on behalf of the corporation.





Notary Public: Michelle O'Brien Hubbard  
Commission Expires: 8/6/2007  
County of Residence: Hendricks

STATE OF OHIO         )  
  ) SS  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by Dennis W. Blazer, the Treasurer of CECO Acquisition Corp., a Delaware corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, this Assignment has been duly and validly executed by Assignor and Assignee effective as of the date first written above.

**ASSIGNOR:**  
**EFFOX, INC.**, an Ohio corporation

**ASSIGNEE:**  
**CECO ACQUISITION CORP.**, a Delaware corporation

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

By: *Dennis W. Blazer*

Name: David K. Robinson

Name: Dennis W. Blazer

Title: Chief Executive Officer

Title: Treasurer

STATE OF INDIANA        )  
                                  ) SS  
COUNTY OF MARION     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2007, by David K. Robinson, the Chief Executive Officer of Effer, Inc., an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public: Michelle O'Brien Hubbard  
Commission Expires: 8/6/2007  
County of Residence: Hendricks

STATE OF OHIO            )  
                                  ) SS  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2007, by Dennis W. Blazer, the Treasurer of CECO Acquisition Corp., a Delaware corporation, on behalf of the corporation.

*Andrew H. Schehr Jr.*  
Notary Public  
ANDREW H. SCHEHR JR.  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 8-26-09

SCHEDULE A

**Registered Trademarks and Service Marks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
EFFOX	1,778,653	6/29/93	USA
EFFLEX	1,641,029	4/16/91	USA
EFFOX	101980		European Comm