# OP \$65,00 30161

### 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       |  |
|-----------------------------|----------|----------------|-------------------|--|
| ENTEK Manufacturing Inc.    |          | 11/02/2007     | LIMITED LIABILITY |  |
| LIVI LIX Manufacturing Inc. |          | 11/02/2007     | COMPANY: DELAWARE |  |

### **RECEIVING PARTY DATA**

| Name:             | ENTEK International LLC             |  |  |
|-------------------|-------------------------------------|--|--|
| Street Address:   | 250 N. Hansard Avenue               |  |  |
| Internal Address: | P.O. Box 127                        |  |  |
| City:             | Lebanon                             |  |  |
| State/Country:    | OREGON                              |  |  |
| Postal Code:      | 97355                               |  |  |
| Entity Type:      | LIMITED LIABILITY COMPANY: DELAWARE |  |  |

### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 3016161 | ENTEK           |
| Registration Number: | 2556541 | ENTEK EXTRUDERS |

### **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| NAME OF SUBMITTER: | Rhonda DeLeon   |           |
|--------------------|-----------------|-----------|
| Signature:         | /Rhonda DeLeon/ | TDADEMADK |

900091444 REEL: 003657 FRAME: 0151

| Date:   | 11/08/2007 |  |  |
|---|------------|--|--|
| Total Attachments: 6 source=Entek - Final TM Assignment Nov2# source=Entek - Final TM Assignment Nov2# source=Entek - Final TM Assignment Nov2# | page2.tif  |  |  |
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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>"), dated October 31, 2007 (but effective November 2, 2007), is made by ENTEK Manufacturing Inc., a Delaware limited liability company having its principal place of business at 250 N. Hansard Avenue, PO Box 39, Lebanon, OR 97355 ("<u>Assignor</u>") to ENTEK International LLC, a Delaware limited liability company having its principal place of business at 250 N. Hansard Avenue, PO Box 127, Lebanon, OR 97355 ("<u>Assignee</u>").

### **RECITALS**

- A. Assignor and Assignee are parties to a certain Acknowledgement of Technology Ownership and Assignment, dated as of November 2, 2007, by and among ENTEK Holding LLC, Emark Inc., Amtek Research Inc., Ore-Medix LLC, Amtek Research International LLC, ENTEK International Limited, ENTEK Membranes LLC, Assignor and Assignee (the "Purchase Agreement");
- B. Assignor has adopted and used in commerce, and owns all right, title and interest in and to the trademarks set forth in <u>Schedule A</u>, attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (collectively referred to herein as the "Assigned Trademarks");
- C. Assignee wishes to acquire, and Assignor wishes to transfer to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks; and
- D. Assignee and Assignor desire to record the assignments set forth in this Trademark Assignment.

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the date of this Trademark Assignment.

Assignor agrees, at Assignee's expense, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.

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This Trademark Assignment may be executed in one or more counterparts, via facsimile or other form of electronic transmission (including delivery of a scanned signature via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

### **ASSIGNOR**:

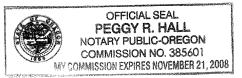
ENTEK MANUFACTURING INC.

State of Oregon

SS

County of Multnomah)

On this 31 day of Octob, 2007 before me personally appeared Larry Keith, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of ENTEK Manufacturing Inc. in entering into such Trademark Assignment.



Notary Public:

My commission expires: 11/21/2008

# ACKNOWLEDGED BY:

**ASSIGNEE:** 

ENTEK INTERNATIONAL LLC

By: ENTEK HOLDING LLC, Manager

By: EMARK INC., Manager

James Young, President

## **ACKNOWLEDGED BY: ASSIGNEE**:

ENTEK INTERNATIONAL LLC BY: MEMBRANE HOLDINGS, LLC, its Sole Member and Manager

Title: President and Chief Executive Officer

# Schedule A

Assigned Trademarks

[See attached]

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### Schedule A to Trademark Assignment

|                 |               | Application  | Application | Registration | Registration | Publication | Expiration |
|-----------------|---------------|--------------|-------------|--------------|--------------|-------------|------------|
| Mark Name       | Country Name  | Number       | Date        | Number       | Date         | Date        | Date       |
| Entek           | Austria       | AM 1600/88   | 4/12/1988   | 124,440      | 3/17/1989    |             | 3/31/2009  |
|                 |               |              |             |              |              |             |            |
|                 |               |              |             |              |              |             |            |
|                 |               |              |             |              |              |             |            |
| Entek           | Benelux       | 062948       | 04/19/88    | 446197       | 4/19/1988    |             | 4/19/2008  |
| Entek           | Community     | 2366748      | 9/6/2001    | 2366748      | 9/6/2001     | 9/16/2002   | 9/16/2011  |
|                 | Trademark     |              |             |              |              |             |            |
| Entek           | France        | 921689       | 4/20/1988   | 1461137      | 4/20/1988    |             | 4/30/2008  |
| Entek           | Great Britain | 1342147      | 4/21/1988   | 1342147      | 4/21/1988    |             | 4/21/2015  |
| Entek           | Italy         | 529,671      | 5/18/1988   | 529,671      | 5/18/1988    |             | 5/18/2008  |
| Entek           | Spain         | 1247558      | 11/26/1993  | 1247558      | 11/26/1993   |             | 11/26/2013 |
| Entek           | United States | 78/281,470   | 7/31/2003   | 3,016,161    | 11/15/2005   | 10/5/2004   | 11/15/2015 |
| Entek Extruders | United States | 75/671,172   | 3/29/1999   | 2,556,541    | 4/2/2002     | 9/12/2000   | 4/2/2012   |
| and Design      |               |              |             |              |              |             |            |
| Entek           | West Germany  | E27559/17 Wz | 4/25/1988   | 1134909/17   | 2/17/1989    |             | 4/30/2008  |

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**RECORDED: 11/08/2007**