

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
GL&V Management Hungary Kft.		08/06/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Ventomatic A/S
Street Address:	Vigerslev Alle 77
City:	Valby
State/Country:	DENMARK
Postal Code:	DK-2500
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2250765	1 + 1
Registration Number:	2383048	CLARI-DISC
Registration Number:	2400910	CLARI-PRESS
Registration Number:	3026682	DEEP CONE
Registration Number:	1590746	DELTA-STAK
Registration Number:	2812381	E-CAT
Registration Number:	1814835	E-DUC
Registration Number:	0532872	EIMCO
Registration Number:	0519194	EIMCO
Registration Number:	1687567	EIMCO
Registration Number:	1765743	EIMCOBELT
Registration Number:	1665762	EIMCO-EXTRACTOR
Registration Number:	1356249	
Registration Number:	2949593	MAXR

OP \$515.00 2250765

Registration Number:	2987233	ODS
Registration Number:	2475833	OXALLIZER
Registration Number:	1003382	SHRIVER
Registration Number:	1222378	WEMCO
Registration Number:	0597883	WEMCO
Registration Number:	0717040	WEMCO

CORRESPONDENCE DATA

Fax Number: (801)931-3090
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-931-3151
Email: loretta.bogaard@glv.com
Correspondent Name: Loretta Bogaard
Address Line 1: 4255 Lake Park Blvd.
Address Line 2: Suite 100
Address Line 4: Salt Lake City, UTAH 84120

ATTORNEY DOCKET NUMBER:	GLV TO VENTOMATIC ASSGMT
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Loretta Bogaard
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Signature:	/Loretta Bogaard/
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Date:	02/21/2008
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Total Attachments: 6
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source=GLV Hungary to Ventomatic assg US tms#page3.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

Assignment of intellectual property agreement dated August 6, 2007 (the "Assignment"), between GL&V Management Hungary Kft., a corporation existing under the laws of Hungary, acting through its Luxemburg branch, (the "Assignor") and Ventomatic A/S, a corporation existing under the laws of Denmark (the "Assignee").

WHEREAS the Assignor owns, licenses and uses intellectual and industrial property rights, the whole as more fully described herein, (the "Process IP") insofar as it relates to the business described in Appendix A to this Assignment (the "Process Business");

WHEREAS the Assignor wishes to sell, assign, transfer and convey the Process IP to the Assignee and the Assignee wishes to accept such sale, assignment, transfer and conveyance of the Process IP, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of CAN ~~XXXXXXXXXX~~ (the "Purchase Price") and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), does hereby sell, assign, transfer and convey to the Assignee all of its rights, title and interest in, to and under any intellectual and industrial property rights, domestic or foreign, owned by, licensed to or used by the Assignor insofar as it relates to the Process Business, including, but not limited to, the following:
 - (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications;
 - (b) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae, and documentation relating to any of the foregoing;
 - (c) copyrights, copyright registrations and applications for copyright registration;


TRADEMARK

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- (d) mask works, mask work registrations and applications for mask work registrations;
- (e) designs, design registrations, design registration applications and integrated circuit topographies;
- (f) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing;
- (g) computer software and programs, all proprietary rights in computer software and programs and all documentation and other materials related to computer software and programs; and
- (h) any other intellectual property and industrial property;

a complete list of which is attached hereto as Schedule 1 (the "Process IP").

2. The Assignor hereby further assigns all licensing agreements between the Assignor and any of its direct or indirect affiliates to use the Process IP, a complete list of which is attached as Schedule 2 (collectively, the "Licensing Agreements"), including, for greater certainty, the right of the Assignor to receive any royalty payments thereunder from the licensees thereof. The Assignor undertakes to amend each Licensing Agreement to provide that it shall automatically terminate on January 2, 2008, unless the Licensing Agreement has been renewed or replaced by a new licensing agreement pursuant to a written agreement between the Assignor and the Assignee.
3. The Assignor hereby further assigns its rights under all licensing agreements between the Assignor and any third party principally utilized by the Process Business pursuant to which the Assignor has been granted the use of such third party's intellectual property covered by such licensing agreements, in consideration for the Assignee's undertaking to assume and pay, as of and from the date hereof, all royalty and any and all other payments required to be made by the Assignor under such licensing agreements and provided the Assignee shall obtain the consent to the assignment of such licensing agreements from the licensors thereunder.
4. The Purchase Price shall be allocated to the different classes of Process IP in the manner set forth in Schedule 3. The Purchase Price shall be payable by the Assignee to the Assignor by the issuance of a promissory note in the principal amount of CAN\$ [REDACTED] and otherwise in the form of the attached Schedule 4 (the "Note"). The Assignee undertakes not to dispose of or encumber the Process IP in any manner whatsoever until payment of the Note in full in cash.

5. The Assignor also hereby does waive its moral rights and other non-assignable rights with respect to any Process IP sold, assigned, transferred or conveyed hereunder.
6. The Assignor makes no representation or warranty (whether express or implied) whatsoever in connection with the Process IP, whether with respect to fitness for a particular purpose or otherwise, except that the Assignor warrants and represents to the Assignee that it has full legal title of ownership to the transferred Process IP and the Assignee acknowledges that the acquisition of the Process IP by it is being effected on an otherwise "as is, where is" basis and at the risk of the Assignee. Similarly, subject to Section 3, the Assignee shall not have any liability whatsoever to the Assignor pursuant to the Licensing Agreements or otherwise in connection with the Process IP as a result of the use of the Process IP from and after the date hereof.
7. This Assignment shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Assignment may only be assigned with the consent of the Assignor and the Assignee.
8. The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Assignment.
9. This Assignment is governed by and shall be interpreted and enforced in accordance with the laws of Switzerland applicable therein without regard to its conflicts of law doctrine; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Switzerland in the judicial district of Zürich and agree that all proceedings and pleadings shall be conducted in the English language.
10. The Schedules attached to this Assignment form an integral part hereof.
11. This Assignment may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Assignor and the Assignee.
12. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Assignment, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

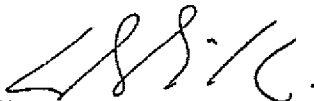
EXECUTED ON AUGUST 6, 2007.

GL&V MANAGEMENT HUNGARY KFT.

Witness
Per: _____
Name: _____
Title: _____

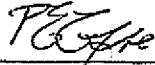
Witness
Per: _____
Name: _____
Title: _____

The Assignee hereby accepts the assignment as per the terms hereof as of the date and time of this assignment.

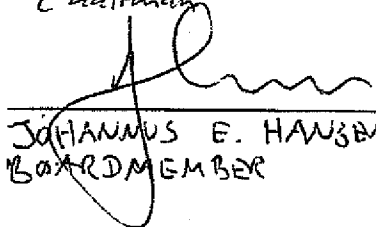


Witness Vivi SONDERSKA HALLER


VENTOMATIC A/S

Per: 
Name: Paul Erik Toffe
Title: Chairman


Witness

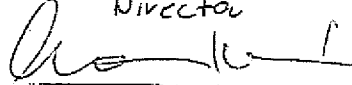
Per: 
Name: JøHANNUS E. HANSEN
Title: BOARDMEMBER

GI.&V MANAGEMENT HUNGARY KFT.


Witness HALASZNE BALLAI
KATALIN

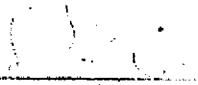
Per: 
Name: ATTILA SZEDMAK
Title: Director

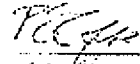
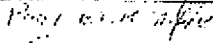
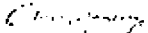

Witness GUDMAN JUDIT

Per: 
Name: Ilona Leinperger
Title: Director

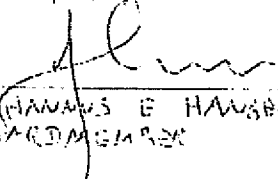
The Assignee hereby accepts the assignment as per the terms hereof as of the date and time of this assignment.

VENTOMATIC AS


Witness

Per: 
Name: 
Title: 

Witness

Per: 
Name: EINAR E HANSEN
Title: BOARD MEMBER

Schedule A - Trademarks

Trademark Name	GL&V Ref. No.	Country	Appl./Reg. No.	Trademark Status	Next Renewal Date
1 + 1	218-00891-US	United States	2250765	Registered	08-Jun-2009
3DP	218-08690-US	United States		Used	
AFP-IV	218-28856-US	United States		Used	
AGIDISC	218-00164-US	United States		Used	
AGITAIR	218-00165-US	United States		Used	
ARC-DOOR	218-00161-US	United States		Used	
BDP	218-08692-US	United States		Used	
CABLETORQ	218-00020-US	United States	975893	Registered	01-Jan-2014
ClariConcept	218-00157-US	United States		Used	
CLARI-DISC (ClariDisc)	218-08636-US	United States	2383048	Registered	31-Oct-2010
CLARIFIL	218-00015-US	United States	2111042	Registered	04-Nov-2007
CLARI-PRESS (ClariPress)	218-15160-US	United States	2400910	Registered	31-Oct-2010
DEEP CONE	218-22987-US	United States	3,026,682	Registered	13-Dec-2015
DELTA-STAK	218-02042-US	United States	1590746	Registered	10-Apr-2010
DORRCLONE	218-00018-US	United States	563045	Registered	19-Aug-2012
DORR-OLIVER	218-00037-US	United States	1946286	Registered	09-Jan-2016
DOXIE	218-00024-US	United States	779022	Registered	27-Oct-2014
DSM	218-00019-US	United States	659021	Registered	04-Mar-2008
E-CAT	218-11991-US	United States	2,812,381	Registered	10-Feb-2014
E-DUC	218-06540-US	United States	1814835	Registered	04-Jan-2014
EIMCO	218-00361A-US	United States	532,872	Registered	31-Oct-2010
EIMCO	218-00361B-US	United States	519194	Registered	10-Aug-2010
EIMCO	218-00361C-US	United States	1687567	Registered	19-May-2012
EIMCOBELT	218-00864-US	United States	1765743	Registered	20-Apr-2013
EIMCO-EXTRACTOR	218-02200-US	United States	1665762	Registered	26-Nov-2011
EIMCOMET	218-00123-US	United States		Used	
FLOCCULATOR	218-00012-US	United States	295,572	Registered	05-Jul-2012
FLUID DROP DESIGN	218-01032-US	United States	1356249	Registered	27-Aug-2015
GORATOR	218-00026-US	United States	1917609	Registered	12-Sep-2015
HDP	218-08691-US	United States		Used	
HIGH YIELD	218-23095-US	United States		Used	
HYDRASHIFT	218-00166-US	United States		Used	
MAXR	218-28721-US	United States	2,949,593	Registered	10-May-2015
MDP	218-08689-US	United States		Used	
ODS	218-00023-US	United States	2987233	Registered	23-Aug-2015
OXALLIZER	218-22822-US	United States	2475833	Registered	07-Aug-2011
PYRAMID	218-00167-US	United States		Used	
REACTICIZER	218-00168-US	United States		Used	
REACTOR-CLARIFIER	218-00141-US	United States		Used	
ROLACHUTE	218-00162-US	United States		Used	
ROSS FEEDER	218-00163-US	United States		Used	
SHRIVER	218-00866-US	United States	1003382	Registered	28-Jan-2015
SMARTCELL	218-08887-US	United States		Used	
WEMCO	218-00893A-US	United States	1222378	Registered	04-Jan-2013
WEMCO	218-00893B-US	United States	597883	Registered	09-Nov-2014
WEMCO	218-00893C-US	United States	717040	Registered	20-Jun-2011