

TRADEMARK ASSIGNMENT

Electronic 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
Concept Engineering Group, Inc.		06/20/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Guardair Corporation		
Street Address:	54 Second Avenue		
City:	Chicopee		
State/Country:	MASSACHUSETTS		
Postal Code:	01020		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2216685	AIR-SPADE	
Registration Number:	3143743	AIR-VAC	
CORRESPONDENCE DATA			
Fax Number:	(617)535-3800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-535-4000		
Email:	mmccloskey@mwe.com		
Correspondent Name:	G. Matthew McCloskey		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	28 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	066994-0010-08657		
NAME OF SUBMITTER:	G. Matthew McCloskey		
Signature:	/GMM/		

CH \$65.00 2216685

Date:

07/06/2008

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (this "Agreement"), dated as of June 20, 2008, is entered into by and between Concept Engineering Group, Inc., a Pennsylvania corporation (the "Assignor") and Guardair Corporation, a Massachusetts corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 20, 2008 (the "Asset Purchase Agreement"), which agreement has been executed and delivered, and pursuant to which, among other things, Assignor has agreed to assign and transfer to Assignee the Subject Assets (other than the Excluded Assets); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor and Assignee desire that the trademarks attached hereto as Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks (collectively, the "Trademarks") be assigned and transferred to the Assignee.

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

1. ASSIGNMENT OF INTERNET DOMAIN NAMES

1.1 **Assignment**. Assignor hereby assigns, transfers and sells to Assignee all of such Assignor's rights, title and interest in and to the Trademarks throughout the world, including all applications therefore and all goodwill pertaining thereto, the portion of the business of Assignor that is existing and ongoing to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

1.2 **Further Assurances**. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Agreement in and to the Trademarks, including, without limitation, all documents necessary to record the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks. In the event that the Assignee is unable for any reason whatsoever to secure the signatures of Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including any renewals, extensions, continuations, divisions or continuations in part), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as agents and attorneys-in-

fact to act for and on behalf of Assignor, but only for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

2. MISCELLANEOUS

- 2.1 **Amendment.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.
- 2.2 **Notices.** All notices shall be provided to the addresses and in the manner provided in the Asset Purchase Agreement.
- 2.3 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- 2.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws of The Commonwealth of Massachusetts without giving effect to the conflicts of laws provisions thereof.
- 2.5 **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.
- 2.6 **Terms of Agreement.** The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern. Notwithstanding anything to the contrary herein, this instrument shall not give rise to any recourse or remedy against Assignor (or its Affiliates) except to the extent set forth in the Asset Purchase Agreement, it being the parties intention that the Asset Purchase Agreement shall state the exclusive remedies arising from the transactions contemplated by the Asset Purchase Agreement, including the assignment and transfer of the Trademarks.
- 2.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which counterparts when so executed shall constitute one and the same agreement. Signatures by fax shall be binding.

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IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

CONCEPT ENGINEERING GROUP, INC.

By: Richard D. Mathenson P.E.
Name: Richard D. Mathenson, P.E.
Its: President

ASSIGNEE:

GUARDAIR CORPORATION

By: _____
Name:
Its:

Signature Page to
Assignment of Trademarks

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

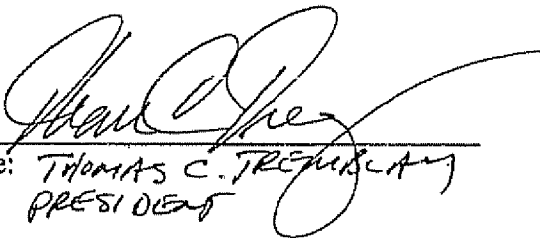
ASSIGNOR:

CONCEPT ENGINEERING GROUP, INC.

By: _____
Name: _____
Its: _____

ASSIGNEE:

GUARDAIR CORPORATION

By: 
Name: THOMAS C. TREMBLAY
Its: PRESIDENT

Signature Page to
Assignment of Trademarks

SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS AGREEMENT

<u>Trademarks</u>	<u>Number</u>	<u>Registration Date</u>
1) AIR-SPADE	2,216,685	01/05/1999
2) AIR-VAC	3,143,743	09/12/2006