

**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>
Concept Engineering Group, Inc.		06/20/2008	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guardair Corporation		
<b>Street Address:</b>	54 Second Avenue		
<b>City:</b>	Chicopee		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01020		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2216685	AIR-SPADE	
Registration Number:	3143743	AIR-VAC	
Registration Number:	2239395	SAFEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(413)567-2079		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	413-567-2076		
<b>Email:</b>	dsh@hblaw.org		
<b>Correspondent Name:</b>	Donald S. Holland		
<b>Address Line 1:</b>	171 Dwight Road		
<b>Address Line 4:</b>	Longmeadow, MASSACHUSETTS 01106		
<b>ATTORNEY DOCKET NUMBER:</b>	99009G		
<b>NAME OF SUBMITTER:</b>	Donald S. Holland		
<b>Signature:</b>	/donaldsholland/		

**CH \$90.00 2216685**

Date:

12/03/2008

**Total Attachments: 4**

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## ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made as of the 20th day of June 2008 by and among Guardair Corporation, a Massachusetts corporation ("Buyer"), Concept Engineering Group, Inc., a Pennsylvania corporation ("Seller"), and Richard D. Nathenson, P.E., President of the Seller, an individual who is a resident of O'Hara Township, PA (the "President").

### RECITALS

A. Seller is engaged in the Commercial Products Business and the Surviving Business, as such terms are defined below.

B. Buyer desires to purchase, and Seller desires to sell, substantially all the assets of the Commercial Products Business (as hereinafter defined) on the terms and subject to the conditions contained in this Agreement.

C. The President of Seller, who is also the sole stockholder of Seller and who has voting control of the issued and outstanding stock of Seller, joins in this Agreement to confirm certain representations, warranties and agreements of Seller. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller, the President and Buyer, intending to be legally bound, agree as follows:

### ARTICLE I

#### DEFINITIONS

For purposes of this Agreement, certain terms used in this Agreement and not otherwise defined herein shall have the meanings designated below:

"Affiliate" or "Affiliated," when used to describe the relationship of a person or Entity so characterized to another person or Entity (the "Affiliated Person" of the Affiliate), means, with respect to any Affiliated Person that is an Entity, (i) any other Entity or person that directly or indirectly controls or holds the power to vote ten percent (10%) or more of the outstanding voting securities of, or beneficial interest in, the Affiliated Person; (ii) any Entity of which the Affiliated Person directly or indirectly owns, controls or holds with power to vote ten percent (10%) or more of the voting securities or beneficial interest; (iii) any person or Entity that controls, is controlled by or is under common control with the Affiliated Person, with "control" for this purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Affiliated Person, whether through the ownership of voting securities or voting interests, by contract or otherwise; (iv) any officer, director, trustee, member, manager or partner of the Affiliated Person; (v) in the case of an Affiliated Person that is an individual, any spouse, descendant, ancestor, sibling, spouse of a sibling, or any descendant or ancestor of a spouse, of a sibling or of the spouse of a sibling of the Affiliated Person, and any Entity of which the Affiliated Person is an officer, director, member, manager or partner; and (vi) any Affiliate of any person or Entity enumerated in clauses (i) through (v).

(c) Except as set forth on Schedule 3.18, neither Seller nor any ERISA Affiliate maintains or has ever maintained a “defined benefit plan” within the meaning of Section 3(35) of ERISA or Section 4140) of the Code or is a party to a multiemployer plan within the meaning of Section 3(37) or 4001 (a)(3) of ERISA or Section 414(f) of the Code.

Section 3.19 Title and Condition of Subject Assets. Seller has good and marketable title to all the Subject Assets, free and clear of all Encumbrances except for Permitted Encumbrances. All the material tangible Subject Assets are at present, and will be as of the Effective Time, in good operating condition, normal wear and tear excepted, and Seller has not received written notice of any violation of the Occupational Safety and Health Act with respect thereto, or rules and regulations issued thereunder.

Section 3.20 No Material Undisclosed Liabilities. Except as described in this Agreement or reflected in the Financial Statements, (a) there are no liabilities or obligations of Seller related to the operation of the Commercial Products Business, whether accrued, absolute or contingent which in the aggregate are material to the Commercial Products Business, other than liabilities and obligations that have been incurred in the ordinary course of business consistent with past practice since December 31, 2007, and (b) to Seller’s or the President’s knowledge, there do not exist any circumstances, conditions, events or arrangements which may hereafter give rise to any liabilities of Seller or any successor of Seller, other than the liabilities which would exist in the ordinary course of business.

Section 3.21 Intellectual Property. Set forth on Schedule 3.21 are all licenses, trademarks (including common law trademarks), service marks, trade names, copyrights, patents, patent applications, software licenses, know-how or other similar intangible property rights and interests which Seller uses in connection with the Commercial Products Business (“Intellectual Property Assets”). The Intellectual Property Assets constitute all the intellectual property rights necessary to operate the Commercial Products Business. To the knowledge of Seller and the President, none of the Intellectual Property Assets infringe or misappropriate the valid intellectual property rights of any other person or entity, nor to the knowledge of Seller and the President are any of the Intellectual Property Assets being infringed by the activities, services or products of any other person or entity.

Section 3.22 Labor Relations. During the past three (3) years there has not been, and there is not now, any strike, labor dispute, slow down, stoppage, or other material interference with or impairment by labor of the Commercial Products Business pending or, to the knowledge of Seller or the President, threatened or contemplated against or directly affecting the Commercial Products Business. Seller’s employees are not represented by, any labor or trade union, nor, to the knowledge of Seller or the President, has there been any attempt to organize Seller’s employees during the five (5)-year period prior to the date hereof. There is no charge pending, or to Seller’s or the President’s knowledge, threatened, against Seller, President or any employee of Seller alleging unlawful discrimination or sexual harassment.

Section 3.23 Insurance. There are in force and effect, and will be until two (2) years after the Closing Date, comprehensive general liability and casualty insurance policies for Seller and its assets and business which are appropriate and adequate in the opinion of the Seller. Seller has provided Buyer true, accurate and complete copies of all such policies of insurance.

SCHEDULE 3.21

Intellectual Property

### CEG Patents

Number	Title	Ownership	Date	Status	Renewal	To Guardair
US 5,782,414	Contoured Supersonic Nozzle	CEG	7/21/98	In force	01/21/10	Yes
DES 408,830	Pneumatic Nozzle	CEG	4/27/99	In force		Yes
DES 435,207	Handle for Pneumatic Excavation Tool	CEG	12/19/00	In force		Yes
US 5,860,232	Mobile Safe Excavation System	CEG	1/19/99	In force	7/19/10	Yes
US 5,966,847	Pneumatic Excavator	CEG	10/19/99	In force	4/19/11	Yes
US 6,158,152	Pneumatic Excavator	CEG	12/12/00	In force	6/12/08	Yes
US 5,487,229	Apparatus for Pneumatic Excavation	License from EPRI	1/30/96			No
US 6,618,966	Fluid Lance Apparatus	License form GTI	9/16/03			No

### CEG Trademarks

Number	Title	Ownership	Date	Status	To Guardair
2,216,685	AIR-SPADE <sup>®</sup>	CEG	1/5/99	In Force	Yes
3,143,743	AIR-VAC <sup>®</sup>	CEG	9/12/06	In Force	Yes
2,239,395	SAFEX <sup>®</sup>	CEG	4/13/99	In Force	No

### Pending

Number	Title	Ownership	Date	Status	To Guardair
Attorney Docket No. 1955-070013	Air Powered Vacuum Apparatus	CEG	2/9/07	Filed as US patent application	Yes

### Other

- Improved dirt shield locking mechanism
- Universal adapter linear style