

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
Balboa Instruments, Inc.		04/09/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Davey Water Products Pty Ltd		
Street Address:	6 Lakeview Drive		
City:	Scoresby, Victoria		
State/Country:	AUSTRALIA		
Postal Code:	3179		
Entity Type:	Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1917797	ECO-MATIC	
CORRESPONDENCE DATA			
Fax Number:	(612)607-7100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-607-7325		
Email:	cclassen@oppenheimer.com		
Correspondent Name:	Barbara J. Grahn, Esq.		
Address Line 1:	Suite 3300, 45 South 7th St.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	460232/2004 CC14		
DOMESTIC REPRESENTATIVE			
Name:	Barbara J. Grahn, Esq.		
Address Line 1:	#3300, 45 South 7th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		

CH \$40.00 1917797

NAME OF SUBMITTER:	Barbara J. Grahn
Signature:	/Barbara J. Grahncc14/
Date:	05/14/2009
Total Attachments: 2 source=Eco-Matic 1917797 assignment 460232 2004#page1.tif source=Eco-Matic 1917797 assignment 460232 2004#page2.tif	

UNITED STATES OF AMERICA

ASSIGNMENT

THIS ASSIGNMENT IS MADE on the *ninth*.....of *April*..... 200*9*...

BETWEEN: Balboa Instruments, Inc., of 1382 Bell Avenue, Tustin, California 92780, United States of America ("Assignor").

AND: Davey Water Products Pty Ltd (A.C.N. 066 327 517) of 6 Lakeview Drive, Scoresby, Victoria 3179, Australia ("Assignee").

RECITALS:

- A. The Assignor is the owner of the United States Registered Trade Mark set out in the Schedule ("the Trade Mark").
- B. The Assignor has agreed for valuable consideration (receipt of which is acknowledged) to assign the Trade Mark to the Assignee.

1. ASSIGNMENT

- 1.1 The Assignor, as legal and beneficial owner of the Trade Mark, assigns the whole of its title to and rights in the Trade Mark to the Assignee, absolutely and free of any encumbrance, on the terms of this Assignment, with effect from the date of this Assignment.
- 1.2 The assignment set out in clause 1.1 includes the assignment of the right to bring legal proceedings, and to obtain any relief to which the Assignor would have been entitled but for this clause, in respect of any infringement of the Trade Mark occurring before or after the date of this Assignment.
- 1.3 The Assignor agrees to give the Assignee any assistance reasonably required by the Assignee in relation to the recordal of the assignment of the Trade Mark, including the provision or execution of any document reasonably required by the Assignee.
- 1.4 "Encumbrance" includes any trust, charge, mortgage, and any right or interest granted to secure any debt, obligation or liability.

2. GENERAL

- 2.1 This Assignment (and the validity and enforceability of this Assignment) is governed by and to be interpreted in accordance with the law of the State of Victoria.
- 2.2 Any stamp duty or other government charges payable in respect of this Assignment or the transactions contemplated by it shall be payable by the Assignee.



3. **AUTHORITY TO EXECUTE**

- 3.1 Each of the parties warrants its power to enter into this Assignment.
- 3.2 Any individual executing this Assignment on behalf of a party warrants that he or she has been fully empowered to execute this Assignment and that all necessary action to authorise execution of this Assignment has been taken.

SCHEDULE

NUMBER	CLASS	MARK
1917797	11	ECO-MATIC

EXECUTED for and on behalf of
Balboa Instruments, Inc.
 by its authorised officer

E. K. Kousmouk
 (Name)

E. Kousmouk
 (Signature)

CFO
 (Position)

EXECUTED for and on behalf of
Davey Water Products Pty Ltd
 by its authorised officer

DAVID CLELAND
 (Name)

[Signature]
 (Signature)

V. HINGWE DIRECTOR
 (Position)