

TO: TED SABETY, SABETY+ASSOCIATES PLLC COMPANY: 317 MADISON AVENUE, SUITE 415

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**09/23/2009  
 900143847**

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aerstream Technology Limited		04/23/2008	COMPANY: UNITED KINGDOM

**RECEIVING PARTY DATA**

Name:	Atrium Innovation Limited
Street Address:	Rowlandson House
Internal Address:	289-293 Ballards Lane
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	N12 8NP
Entity Type:	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78854030	AERSTREAM
Serial Number:	78899392	CLEANAER

**CORRESPONDENCE DATA**

Fax Number: (846)349-2782  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2124818686  
 Email: ted@sabety.net  
 Correspondent Name: Ted Sabety, Sabety+associates PLLC  
 Address Line 1: 317 Madison Avenue, Suite 415  
 Address Line 4: New York, NEW YORK 10017

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

CH \$65.00 78854030

USPTO

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TO: TED SABETY, SABETY+ASSOCIATES PLLC COMPANY: 317 MADISON AVENUE, SUITE 415

Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Ted Sabety
Signature:	/ts/
Date:	09/23/2009
Total Attachments: 6 source=atriumassign#page1.tif source=atriumassign#page2.tif source=atriumassign#page3.tif source=atriumassign#page4.tif source=atriumassign#page5.tif source=atriumassign#page6.tif	

DATED 23 April 2008

AERSTREAM TECHNOLOGY LIMITED  
(acting by its joint administrators)

and

ANDREW JOHN TATE

and

NEDIM PATRICK AILYAN

and

ATRIUM INNOVATION LIMITED

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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hamblins  
SOLICITORS

Hamblins LLP  
Roxburghe House  
273-287 Regent Street  
London W1B 2AD  
Telephone: 0207 355 6000  
Fax: 0207 616 8100  
Ref:

THIS AGREEMENT is dated 23 April 2008

#### PARTIES

- (1) **AERSTREAM TECHNOLOGY LIMITED** (in administration) registered in England & Wales under Company No. 04272807 having its registered office at Pipe House, Lupton Road, Watlington, Oxon OX10 9BT ("the Assignor") acting by its joint administrators Andrew John Tate and Nedim Patrick Aliyan both of Abbot Fielding of Nexus House, 2 Cray Road, Sidcup DA14 5DA ("the Administrators");
- (2) **THE ADMINISTRATORS**; and
- (3) **ATRIUM INNOVATION LIMITED** having its registered office at Rowlandson House, 289-293 Ballards Lane, London N12 8NP ("the Assignee").

#### BACKGROUND

- (A) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 2 (together "the Registered IPRs").
- (B) By an asset purchase agreement dated [23] April 2008 between the Assignor, the Administrators and the Assignee ("the Main Agreement") the Assignor has agreed to assign to the Assignee all intellectual property rights in the Registered IPRs to the Assignee on the terms set out below.

#### AGREED TERMS

##### 1. ASSIGNMENT

- 1.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee the following rights:
  - (a) the Registered IPRs;
  - (b) all goodwill attaching to the registered trade marks listed in Part 1 of Schedule 1 (Registered Trade Marks) and the marks listed in Schedule 2 ("the Unregistered Marks");
  - (c) the exclusive right for the Assignee and its successors and assignees to carry on the Assignor's business under the Unregistered Marks and to represent itself as carrying on such business in succession to the Assignor; and
  - (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 1.1 which occurred prior to the date of this agreement.

2. **PROCEEDINGS**

The Assignor agrees and undertakes to provide to the Assignee (at the Assignee's request and cost) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

3. **FURTHER ASSURANCE**

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise as concern the subject matter of this agreement.

4. **ADMINISTRATORS**

- 4.1 The Administrators shall incur no personal liability whatsoever under this agreement.
- 4.2 This exclusion of the Administrators' personal liability shall operate as a waiver of any claims of other parties in tort as well as under or in relation to this agreement.
- 4.3 The Administrators are a party to this agreement in their personal capacity only for the purpose of receiving the benefit of the exclusions and limitations in their favour contained in this agreement.

5. **GOVERNING LAW AND JURISDICTION**

- 5.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 Each party irrevocably agrees to submit to the jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

## SCHEDULE 1

## Registered IPRs

## Part 1. Registered trade marks

Trade mark	Jurisdiction	Registration number	Application Date	Classes
aerstream	UK	2333494	02.06.03	10
QUATRO	UK	2430915A	25.08.06	05, 09, 21, 37
QUATRO	UK	2430915B	25.08.06	03, 11
FRESH THINKING CLEAN LIVING	UK	2431454	01.09.06	01, 03, 05, 09, 11, 21, 37, 44
CLEANAER	International (designating US Registration Number 3258915 and Japan - No. 884258)	884258	20.09.05 (Priority Date 21.03.05)	03, 05, 11, 21

## Part 2. Trade mark applications

Trade mark	Jurisdiction	Application number	Application Date	Classes
AERSTREAM	US	78854030	29.06.06	03, 05, 11, 35, 37, 40, 42
CLEANAER	European Community	004350261	21.03.05	03, 05, 11, 21

## Part 3. Registered patents

Description	Jurisdiction	Registration number	Application Date
Atomisation Device	EU	1399265	20.06.02 (Priority Date 22.06.01)
	US	7337993	29.06.04
	China	02814667.0	20.06.02
	Hong Kong	1064063	20.06.02

## Part 4. Patent applications

Description	Jurisdiction	Registration number	Application Date
Atomisation device	Japan	2003-506669	20.08.02
Spray electrode	EU	04725087.3	01.04.04
	Japan	2006-500263	01.04.04
	US	10/552272	04.10.05
	Russia	2005130504	01.04.04
	Taiwan	93108755	01.04.04
	China	200480008620.4	01.04.04
	Hong Kong	06100250.9	01.04.04
	Replaceable Reservoir	EU	06767479.8
Japan		2007-523155	28.07.05
US		11/576274	25.01.07
Taiwan		94125554	28.07.05
China		200580031967.5	28.07.05
Hong Kong		07109278.7	28.07.05
Rigid Dispenser System	EU	06700866.2	18.01.05
	US	11/814130	17.10.07
	Taiwan	95101722	18.01.05
Electrostatic Spray Device	US	11/820106	05.01.07
Electrostatic Spray Device	PCT	PCT/GB2006/004919 published as WO2007077424	22.12.06
Liquid Electrostatic Spray Composition	PCT	PCT/GB2007/002244 published as WO2007144649	17.01.07
Power Supply for Atomisation Device	PCT	PCT/GB2007/002244 published as WO2007144649	15.06.07

## Part 6. Registered designs

Description	Jurisdiction	Registration number	Application Date
Air Freshener	EU	00624428-1-5	03.05.06
	China	200630189632.3	03.11.06
	China	200630189639.5	03.11.06
	China	200630189635.7	03.11.06
	China	200630189633.8	03.11.06

Part 6. Design applications

Description	Jurisdiction	Registration number	Application Date
Air Freshener Device	US	29/250-163 to 167	03.11.06 (Priority Date 03.05.06)
Air Freshener	China	200630189631.9	03.11.06

Part 7. Domain Name Registrations

[www.aerstream.com](http://www.aerstream.com)  
[www.aerstreamtech.com](http://www.aerstreamtech.com)

SCHEDULE 2

Unregistered Marks

AERSTREAM TECHNOLOGY  
 SOLO

SIGNED by ANDREW TATE )  
 as joint administrator )  
 for and on behalf of )  
 AERSTREAM TECHNOLOGY LIMITED )  
 as its agent and without any personal liability)



SIGNED by ANDREW TATE )  
 for and on behalf of the Administrators )  
 without any personal liability )



SIGNED by )  
 duly authorised Director of )  
 ATRIUM INNOVATION LIMITED )

