

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
CompAir Hydrovane Limited	FORMERLY The Hydrovane Compressor Company Limited	03/30/2009	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CompAir UK Limited		
Street Address:	Springmill Street		
City:	Bradford, West Yorkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	BD5 7HW		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0607006	HYDROVANE	
CORRESPONDENCE DATA			
Fax Number:	(415)433-5530		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	415-433-1900		
Email:	trademark@cwclaw.com		
Correspondent Name:	Cyrus Wadia		
Address Line 1:	Cooper, White & Cooper LLP		
Address Line 2:	201 California Street, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	15844-32500		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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**TRADEMARK
 REEL: 004104 FRAME: 0750**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Cyrus Wadia

Signature:

/Cyrus Wadia/

Date:

11/30/2009

Total Attachments: 3

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TRADE MARK ASSIGNMENT

THIS CONFIRMATION is made this 30th day of March 2009

BETWEEN

CompAir Hydrovane Limited (formerly known as The Hydrovane Compressor Company Limited), a limited company organised and existing under the laws of England and Wales, having its registered office at Springmill Street, Bradford, West Yorkshire, BD5 7HW, United Kingdom ("the Assignor" which expression shall include its successors and assigns)

AND

CompAir UK Limited, a limited company organised and existing under the laws of England and Wales, having its registered office at Springmill Street, Bradford, West Yorkshire, BD5 7HW, United Kingdom ("the Assignee" which expression shall include its successors and assigns)

RECITALS :

- (A) The Assignor is the proprietor of the trade mark applications and registrations, details of which are set out in the Schedule attached hereto and form part of this assignment ("the Trade Marks"); and
- (B) Pursuant to an agreement ("the Agreement") dated 31 March 1999 by and between the Assignor and Assignee, the Assignor did assign all rights, title, interest and property in the Trade Marks, together with all ancillary rights relating thereto, including goodwill, to the Assignee and wishes to confirm that assignment and to assign any of the same which may not previously have been assigned upon the following terms.
- (C) Such assignment having not previously been registered and recorded, the Assignor and Assignee now desire to register and record the same.

OPERATIVE PROVISIONS :

1. In consideration of the sum paid by the Assignee to the Assignor under the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms in the Assignee:
 - i) all rights, title, interest and property in the Trade Marks, together with the whole of the goodwill of the business pertaining thereto, free from all licenses charges and other encumbrances, with full title guarantee;
 - ii) the full and exclusive benefit of the Trade Marks and the full and exclusive benefit of the goodwill, including all forms of protection and all rights, privileges and advantages appertaining thereto, together with the right to obtain any extensions; and
 - iii) the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Trade Marks, and other forms of protection relating to the goodwill, whether committed before or after the ~~TRADE MARK~~ Assignment;

and insofar as any of the above have not already been assigned by the Assignor to the Assignee then the Assignor hereby assigns such for the consideration stated above TO HOLD the same unto the Assignee absolutely.

2. At the request and cost of the Assignee, the Assignor will execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and of the property rights hereby assigned; (b) fully and effectively vest the same in the Assignee; and (c) formally register the Assignee's title in the same at any relevant Trademark Office.
3. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
4. The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

IN WITNESS whereof the parties have executed this document on the date first above written.

SIGNED, for and on behalf of) (Signatory) Helen W. Cornell
CompAir Hydrovane Limited) Name: Helen W. Cornell Title: Director
)
in the presence of:) (Witness) Debra Baucom
Name: Debra Baucom

SIGNED, for and on behalf of) (Signatory) Helen W. Cornell
CompAir UK Limited) Name: Helen W. Cornell Title: Director
)
in the presence of:) (Witness) Laura Logsdon
Name: Laura Logsdon

SCHEDULE

<u>COUNTRY</u>	<u>TRADE MARK NUMBER</u>	<u>TRADE MARK</u>
Australia	265109	HYDROVANE
Benelux	91159	HYDROVANE
Canada	TMA128581	HYDROVANE
Denmark	VR 196201830	HYDROVANE
Finland	59323	HYDROVANE
France	1494783	HYDROVANE
Germany	800348	HYDROVANE
Greece	31546	HYDROVANE
Hong Kong	B408/1982	HYDROVANE
India	210251	HYDROVANE
Italy	992880	HYDROVANE
Italy	851394	HYDROVANE
Japan	1369614	HYDROVANE
Malaysia	M/41781	HYDROVANE
Namibia	90/0370	HYDROVANE
Norway	79393	HYDROVANE
Singapore	T79/83031Z	HYDROVANE
Spain	405088	HYDROVANE
Sweden	136283	HYDROVANE
Switzerland	323477	HYDROVANE
Taiwan	252572	HYDROVANE
Thailand	112650	HYDROVANE
United Kingdom	2185694	SYNERGY (SERIES OF 3)
United Kingdom	928111	HYDROVANE
United Kingdom	1157783	HYDROVANE & ROTOR symbol
United Kingdom	1360840	HYDROVANE MONITROL
United Kingdom	1152423	HYDROVANE 2000
United States of America	0607006	HYDROVANE
Venda	62/0419	HYDROVANE
Venezuela	1969-006841 / F-63358 (B)	HYDROVANE
Zimbabwe	1113/80	HYDROVANE

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