

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
PROCESS FILTRATION, LLC		11/20/2009	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	VELCON FILTERS, LLC		
Street Address:	1210 Garden of the Gods Road		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80907		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3583073	DEPTHFLO	
Registration Number:	3583095	QUAD PRO	
Registration Number:	3680422	PERFORMANCE SEPARATIONS	
Serial Number:	77866918	SANIFLO	
CORRESPONDENCE DATA			
Fax Number:	(419)874-1130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	419-874-1100		
Email:	howard@fraser-ip.com		
Correspondent Name:	Richard G. Martin		
Address Line 1:	28366 Kensington Lane		
Address Line 4:	Perrysburg, OHIO 43551		
ATTORNEY DOCKET NUMBER:	1-41192;41194;41195;41196		
NAME OF SUBMITTER:	Richard G. Martin		

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TRADEMARK
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Signature:	/richard g. martin/
Date:	08/26/2010
Total Attachments: 3 source=Velcon Trademarks Executed Assignment 8-26-10#page1.tif source=Velcon Trademarks Executed Assignment 8-26-10#page2.tif source=Velcon Trademarks Executed Assignment 8-26-10#page3.tif	

GENERAL ASSIGNMENT OF TRADEMARKS

Effective as of November 20, 2009

This GENERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of November 20, 2009, is made between Process Filtration, LLC, a Texas limited liability company ("Assignor") having an address of 1070 Silber Road, Houston, Texas 77055, and Velcon Filters, LLC, a Delaware limited liability company having an address of 1210 Garden of the Gods Road, Colorado Springs, Colorado (hereinafter "Assignee").

WHEREAS, Assignor is the owner of, or has the right to assign, the registrations for the marks shown on Schedule A; and

WHEREAS, pursuant to that certain Contribution and Purchase Agreement dated as of the date hereof (the "Purchase Agreement") among Assignor, Assignee, Velcon Holdings, LLC, a Delaware limited liability company and James Clay Cravens, Assignor agreed to transfer, assign, convey, sell and deliver to Assignee certain assets including the Trademarks (defined below);

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties and pursuant to the terms and conditions set forth in the Purchase Agreement, Assignor hereby transfers, assigns, conveys, sells and delivers to Assignee, all its right, title and interest in and to the marks shown on Schedule A (hereinafter the "Trademarks") together with the goodwill associated therewith. Assignee, by acceptance hereof, recognizes that it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.

Capitalized terms used in this Assignment and not defined herein shall have the meaning given them in the Purchase Agreement. Assignor agrees to cooperate, at the request and at the expense of Assignee, with the recordal of this assignment of the Trademarks by executing such documents as are reasonably required by the Assignee in a form reasonably acceptable to Assignor, which documents shall be submitted to Assignor within six (6) months after the date hereof or within such reasonable time thereafter as agreed upon by Assignor and Assignee.

This Assignment shall be governed by the internal laws of the State of Texas, without regard to principles of conflicts of law.

Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

PROCESS FILTRATION, LLC

By: 

Name: James Clay Craven
Title: President

TRADEMARK

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SCHEDULE A

Company No.	Country Registration	Trademark	Serial No.	Registration No.	Registration Date
Process Filtration, LLC	US	DEPTHFLO	77/529429	3583073	3/3/2009
Process Filtration, LLC	US	QUAD PRO	77/529693	3583095	3/3/2009
Process Filtration, LLC	US	PERFORMANCE SEPARATIONS	77/287932	3680422	9/8/2009
Process Filtration, LLC	US	SANIFLO	77/866918	pending	pending

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