

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
Fintube Technologies, Inc.		09/01/2010	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Fintube, LLC		
Street Address:	555 W. 41st Street		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74107		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2348387	AEROSEG	
Registration Number:	1023700	KENTUBE	
Registration Number:	2496305	ESCOA	
Registration Number:	2727252	X-ID	
CORRESPONDENCE DATA			
Fax Number:	(203)325-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2033255061		
Email:	kdonohue@fdh.com		
Correspondent Name:	Kathleen Donohue, Finn Dixon & Herling		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	1031.040		
NAME OF SUBMITTER:	Kathleen Donohue		

OP \$115.00 2348387

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**TRADEMARK
 REEL: 004271 FRAME: 0337**

Signature:	/s/ Kathleen Donohue
Date:	09/02/2010
Total Attachments: 8 source=01070697#page1.tif source=01070697#page2.tif source=01070697#page3.tif source=01070697#page4.tif source=01070697#page5.tif source=01070697#page6.tif source=01070697#page7.tif source=01070697#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is made and entered into as of this 1st day of September, 2010, by and between Fintube Technologies, Inc., an Oklahoma corporation (the "Assignor"), and Fintube, LLC, a Delaware limited liability company, to be renamed "Fintube Technologies, LLC" (the "Assignee").

WITNESSETH

WHEREAS, the Assignor and the Assignee, among others, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which the Assignor has agreed to convey, transfer, assign, sell and deliver to the Assignee the Transferred Assets; and

WHEREAS, the Assignor and the Assignee desire to evidence in writing the assignment of the intellectual property rights and intellectual property related to the Business under the Agreement by the Assignor to the Assignee. For the avoidance of doubt, the remaining Intellectual Property included in the Transferred Assets (and not listed on Schedule I hereto) is being assigned to the Assignee pursuant to the Bill of Sale.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

Section 2. Assignment by the Assignor. The Assignor hereby conveys, delivers, transfers, assigns, sells and delivers to the Assignee all of its right title and interests in and to:

- (a) The Assignor's Intellectual Property listed on Schedule I hereto;
- (b) the goodwill of the Assignor's Business connected with the use of, and as symbolized by, such Intellectual Property; and
- (c) all claims for damages by reason of past infringement thereof, whether arising prior to or subsequent to the date of this IP Assignment with the right to sue for, and collect the same, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, in each case, (i) free and clear of all Liens, except for Permitted Liens (or a valid leasehold or licensed interest therein in the case of leased or licensed property), subject to and in accordance with the Agreement and (ii) for its own use and benefit and for the use and benefit of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this IP Agreement not been made.

Section 3. Asset Purchase Agreement. The terms of the Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of Assignor and Assignee are incorporated herein by reference. The Assignor and the Assignee acknowledge

and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement (and the limitation thereon) shall not be superseded hereby but shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

Section 4. Cooperation. The Assignor shall execute any documents, including assignments of any existing patent, copyright or trademark rights or other forms of protection (including, without limitation, assignments of U.S. trademark(s) and assignment of U.S. patent(s)), and provide any assistance as is reasonably necessary to transfer the Intellectual Property, including assistance (at the expense of the Assignee) necessary to prepare, file and prosecute a patent application or to effectuate a registration of a copyright or trademark in and of the Intellectual Property in the United States or elsewhere in the world, in the Assignee's name or the name of a third party, as directed by the Assignee. The Assignor shall provide such further assistance as is reasonably required for sustaining, reissuing or extending any patents or any letters patent based on any improvements to the Intellectual Property and shall provide testimony and evidence in cases of enforcement or interference, all at the expense of the Assignee.

Section 5. No Modification. This IP Assignment shall in no way modify, alter, amend, limit or expand the rights or obligations of any party as provided in the Agreement nor shall it be deemed to create any additional rights or obligations.

Section 6. Binding Effect. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7. Waivers and Amendments. This IP Assignment may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto, or, in the case of a waiver, by the party waiving its respective rights.

Section 8. No Third Party Beneficiaries. This IP Assignment is for the sole benefit of the parties hereto and is not intended to benefit any other person or entity.

Section 9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within the Commonwealth of Pennsylvania, without regard to the conflicts of law principals thereof.

Section 10. Headings. The headings of this IP Assignment are for reference only, and shall not affect the interpretation of this IP Assignment.

Section 11. Counterparts. This instrument may be executed in several original counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

Fintube Technologies, Inc.

By: Scott M. Dorn
Name: Scott M. Dorn
Title: President

ASSIGNEE:

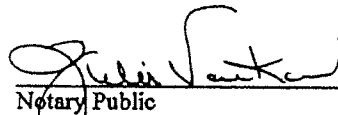
Fintube, LLC

By: _____
Name: Mark D. Allsteadt
Title: Chairman

ACKNOWLEDGMENTS

STATE OF Oklahoma)
) SS:
COUNTY OF Delaware)

On this 1st day of September, 2010, personally appeared Scott M. Dorn, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of Fintube Technologies, Inc., an Oklahoma corporation, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President of Fintube Technologies, Inc., an Oklahoma corporation, and the free act and deed of said company, before me, the undersigned officer.



Notary Public

My Commission Number: August 19, 2013
My Commission Expires: 10101370

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

On this 1st day of September, 2010, personally appeared Mark D. Allsteadt, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as Chairman of Fintube, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as the Chairman of Fintube, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Commissioner of the Superior Court
Notary Public

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment on the date first above written.

ASSIGNOR:

Fintube Technologies, Inc.

By: _____

Name: Scott M. Dorn

Title: President

ASSIGNEE:

Fintube, LLC

By: Mark D. Allsteadt

Name: Mark D. Allsteadt

Title: Chairman

TRADEMARK

REEL: 004271 FRAME: 0343

ACKNOWLEDGMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

On this 1st day of September, 2010, personally appeared Scott M. Dorn, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as President of Fintube Technologies, Inc., an Oklahoma corporation, is duly authorized to execute said instrument and further acknowledged the same to be his free act and deed as President of Fintube Technologies, Inc., an Oklahoma corporation, and the free act and deed of said company, before me, the undersigned officer.

Notary Public

My Commission Number: _____
My Commission Expires: _____

* * * * *

STATE OF CONNECTICUT)
) SS: *Stamford*
COUNTY OF FAIRFIELD)

On this 1st day of September, 2010, personally appeared Mark D. Allsteadt, signer and sealer of the foregoing instrument, personally known to me (or satisfactorily proven), who acknowledged that he, as Chairman of Fintube, LLC, a Delaware limited liability company, is duly authorized to execute said instrument and further acknowledged the same to be his or her free act and deed as the Chairman of Fintube, LLC, a Delaware limited liability company, and the free act and deed of said company, before me, the undersigned officer.

Doraa M

Commissioner of the Superior Court
Notary Public

*My Commission Expires:
August 31, 2015
My Commission Number: 109807*

SCHEDULE I

Patents and Patent Applications			
	Application Number / Filing Date	Patent Number / Issue Date	Jurisdiction
Process for making a strip	-	5638714 June 17, 1997	United States
Aero Curve Fin Segment	-	6234245 May 22, 2001	United States
Aero Curve Fin Segment	-	MY-12165-A	Malaysia
Aero Curve Fin Segment	-	570111	Korea

Registered Trademarks and Trademark Applications			
	Serial Number / Filing Date	Registration Number / Registration Date	Jurisdiction
AeroSeg	-	2348387 May 9, 2000	United States
Kentube	-	12007714 October 28, 1975	Oklahoma
Escoa	-	12007715 October 9, 2001	Oklahoma
Kentube	-	1023700 October 28, 1975	United States
Escoa	-	2496305 July 29, 1969	United States
X-ID	-	2727252 June 17, 2003	United States
Escoa	-	1112613 Filing date: 4/11/1979	Great Britain
X-ID	-	5816418 February 25, 2008	Community Trademark

Domain Names		
Domain Name	Registrant	Expiration Date
fintube.com	Fin Tube Products, Inc.	6/26/2013

Tradenames		
Tradename	Registration Number	Jurisdiction
Kentube Finned Products	TN 640249	Oklahoma
TEKTube	TN 646025	Oklahoma
Fintool Technologies	TN 646024	Oklahoma
ESCOA	TN 646019	Oklahoma
Kentube Engineered Products	TN 683139	Oklahoma
Biraghi	TN 631624	Oklahoma