

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| Munters Corporation | | 09/08/2010 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------|
| Name: | MCS US CORPORATION |
| Street Address: | 79 Monroe Street |
| City: | Amesbury |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 01913 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3704069 | CODE BLUE |

CORRESPONDENCE DATA

Fax Number: (212)682-0580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-682-0580
 Email: hte@msa.se
 Correspondent Name: Hampus Thofte
 Address Line 1: 101 Park Avenue
 Address Line 2: Suite 2503
 Address Line 4: New York, NEW YORK 10178

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Hampus Thofte |
| Signature: | /hampus thofte/ |
| Date: | 09/08/2010 |

Total Attachments: 5

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**TRADEMARK
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This **Asset Transfer Agreement** (the "**Agreement**") is dated 1 September 2010 and made between:

- (1) **Munters Corporation**, a corporation incorporated under the laws of the State of New York ("the **Seller**"); and
- (2) **MCS US Corporation**, a corporation incorporated under the laws of the State of Delaware ("the **Buyer**").

Each of the Seller and the Buyer is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

BACKGROUND

- A. Munters AB (publ)'s ("**Munters**") Moisture Control Services division ("**MCS**") operates in the business of providing services for water and fire damage restoration and temporary humidity control (the "**MCS Business**"). Munters is in the process of consolidating all entities, assets, liabilities and operations of MCS, which currently is partly operationally interlinked with the remainder of its business, into a stand-alone business operating under one holding company as the ultimate parent, with all other entities, assets, liabilities and operations of Munters, including the Dehumidification and HumiCool divisions (collectively, the "**Munters Business**") retained by or transferred to Munters and its affiliates, through the corporate restructuring transactions and in accordance with the detailed step plan for such corporate restructuring transactions, as set forth in Schedule B to the SPA (as defined below) (the "**Corporate Restructuring Transactions**").
- B. As part of the Corporate Restructuring Transactions set forth in Recital A, the Parties have agreed that the Seller shall sell, assign and transfer the assets set out in Appendix A (the "**Assets**"), the employees set out in Appendix B (the "**Employees**"), the liabilities set out in Appendix C (the "**Liabilities**"), the Seller's rights and liabilities under the contracts set out in Appendix D (the "**Contracts**"), the intellectual property rights set out in Appendix E (the "**IPR**") and any other assets, rights and liabilities related to the MCS Business, where "related to" means to an extent of more than 50 percent incurred by, arising in, used by or belonging to (the "**Additional Assets and Liabilities**") except for the following: [NOT APPLICABLE] (the "**Excluded Assets and Liabilities**") (together the "**Business**"), and that the Buyer shall acquire and assume the Business.
- C. In view of the foregoing, the Parties have agreed as follows.

1. SALE AND TRANSFER

On the terms and subject to the conditions set forth in this Agreement the Seller hereby sells and assigns and the Buyer hereby purchases and assumes, all the Seller's Business and the Buyer agrees, effective as of 1 September 2010 (the "**Closing Date**"), to assume, satisfy and discharge the Liabilities of the Seller.

2. PURCHASE PRICE

- 2.1 The purchase price for the Business transferred under this Agreement shall be
- 2.2 The Parties agree that the transfer of the Business pursuant to this Agreement is a "transfer of a business" for value added tax purposes and, accordingly, the Parties acknowledge that

no value added tax is payable. In the event that value added tax would be payable, value added tax shall be added to the Purchase Price in accordance with applicable law, and the Buyer undertakes to pay to the Seller, against receipt of invoice, value added tax on the Purchase Price or, in case only part of the transfer of the Business hereunder is subject to value added tax, on the portion of the Purchase Price subject to value added tax.

- 2.3 The Buyer shall pay the Purchase Price to the Seller on the Closing Date by issuing a promissory note to the Seller, substantially in the form attached hereto as Appendix 2.3 (the "Promissory Note").

3. DELIVERY, TITLE AND RISK

- 3.1 Title to the Assets, Additional Assets, IPR and assumption of the Liabilities and the Additional Liabilities transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass to, or be deemed to have passed to, the Buyer, on the Closing Date and all revenues, costs and expenses related or attributable to the Assets or to the Liabilities incurred, due, or accrued on that date and onwards shall be for the account of the Buyer.
- 3.2 Effective as of the Closing Date, the Employees' employment with the Seller shall be terminated and the Employees shall be offered new employment with the Buyer on the same terms and conditions.
- 3.3 Title to and assumption of the Contracts transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass on to the Buyer on the Closing Date and all revenues, costs and expenses related or attributable to such Contracts incurred, due, or accrued on that date and onwards shall be for the account of the Buyer.

4. LIABILITY

- 4.1 The Buyer acquires the Business on an "as is" basis (Sw. *i befintligt skick*) and the Buyer hereby irrevocably waives any rights it might have under this Agreement against the Seller as a result of the condition of the Business.
- 4.2 The Seller gives no explicit or implicit representation or warranty in relation to the Business and the Seller shall have no liability in relation to the transfer of the Business under this Agreement.
- 4.3 The Swedish Sale of Goods Act (Sw. *Köplagen (1990:931)*) and similar laws governing the sale of assets shall not apply to the transfer of the Business under this Agreement (to the extent permitted to exclude the application of such laws).

5. MISCELLANEOUS

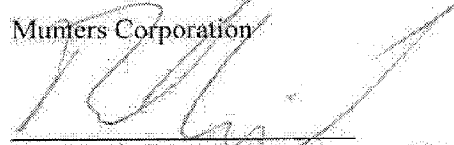
- 5.1 This Agreement shall be subject to the terms and conditions of a share purchase agreement between Munters AB (publ) and Trisat Acquico AB (previously Goldcup EJ 5374 AB), dated 29 June 2010 (the "SPA"), and shall for purposes of such agreement be deemed a Corporate Restructuring Document.

5.2 This Agreement shall be governed by the laws of Sweden, without any reference to its conflict of law principles. Clause 12.10 (*Disputes*) of the SPA shall apply mutatis mutandis to this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed in two (2) originals, of which the Parties have received one each.

Stockholm
1 September 2010

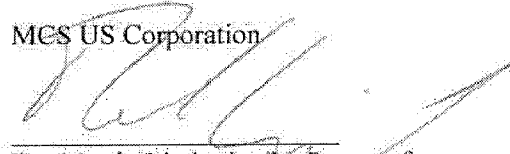
Munters Corporation



By: Martin Lindqvist (by Power of Attorney)

Stockholm
1 September 2010

MCS US Corporation



By: Martin Lindqvist (by Power of Attorney)

APPENDIX E

IPR

Registered Trademarks

| Brand | Owner | Country where it is registered |
|-----------|---------------------|--------------------------------|
| Code Blue | Munters Corporation | USA |

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