

TRADEMARK ASSIGNMENT

Electronic 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
Aeration Industries International, Inc.		12/31/2010	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Aeration Industries International, LLC
Street Address:	4100 Peavey Road
City:	Chaska
State/Country:	MINNESOTA
Postal Code:	55318
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1128167	AIRE-02
Registration Number:	1417427	AIRE-02
Registration Number:	2250712	AIRE-02 TURBO
Registration Number:	2109390	UNISYSTEM
Registration Number:	1129810	AERATION INDUSTRIES
Registration Number:	1114396	A
Registration Number:	2527750	ACT
Registration Number:	2286008	AIRE-02 TRITON
Registration Number:	2903592	AIRE-02 POLARIS
Registration Number:	2955262	TRI-OVAL
Registration Number:	3756243	AIRE-02 BIO-FFILM
Serial Number:	77476738	ARGOS SBR

CORRESPONDENCE DATA

900181857

**TRADEMARK
 REEL: 004457 FRAME: 0635**

OP \$315.00 1128167

Fax Number: (612)335-1657
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-335-1448
Email: eric.paulsrud@leonard.com
Correspondent Name: Eric D. Paulsrud
Address Line 1: 150 South 5th Street
Address Line 2: Suite 2300
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	67797.00001
NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	01/20/2011

Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT ("Agreement") is made and entered into this 31st day of December, 2010, by and between Aeration Industries International, Inc., a Minnesota corporation (the "Assignor"), and Aeration Industries International, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee, Granite Equity II LLLP, a Minnesota limited liability limited partnership, Daniel Durda, Cheryl D. Cohen and Brian Cohen are parties to an Asset Purchase Agreement dated December 31, 2010 ("Purchase Agreement"), pursuant to which Assignor has agreed to contribute to Assignee substantially all of the assets of Assignor in exchange for the consideration recited therein.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights to the Intellectual Property (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the recitals and of the mutual promises, representations, warranties and covenants hereinafter set forth in this Agreement and in the Purchase Agreement, it is hereby agreed as follows.

I. DEFINITIONS

1.1 Any capitalized terms in this Agreement which are not otherwise defined shall have the meanings given to such terms in the Purchase Agreement.

II. ASSIGNMENT

2.1 By and through this Agreement, Assignor sells, assigns and transfers unto Assignee, its successors or assigns, Assignor's entire right, title and interest, for all countries, in and to the Intellectual Property, including, but not limited to, all properties listed in Exhibit A to this agreement.

2.2 For the consideration aforesaid, Assignor agrees that it and its legal representatives will make, execute, and deliver to Assignee any and all other instruments in writing, including any and all further application papers, affidavits, assignments, and other documents, and will communicate to Assignee, its successors, and representatives all facts known to Assignor relating to the Intellectual Property, improvements thereon, and the history thereof, and will cooperate in all legal proceedings and cooperatively do all things which may reasonably appear to Assignee to be necessary or desirable to more effectually secure to and vest in Assignee, its successors, or assigns Assignor's entire right, title, and interest in and to the Intellectual Property hereby sold, assigned, and transferred.

2.3 From and after the date hereof, Assignor agrees that all correspondence with the United States Patent and Trademark Office (the "USPTO") or the United States Copyright Office regarding the Intellectual Property shall be by Assignee and its designated attorneys. To the

extent Assignor receives correspondence or other communications from the USPTO or the United States Copyright Office regarding the Intellectual Property, Assignor agrees to immediately provide those communications to Assignee and inform the USPTO and Copyright Office that Assignee and its designated attorneys are the proper recipients of all such communications.

III. MISCELLANEOUS

3.1 Benefit of Parties and Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.2 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.3 Notices. Any notice required or permitted to be given hereunder shall be given in accordance with the Purchase Agreement.

3.4 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Minnesota without regard to conflicts of laws principles that would require the application of any other law. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in Hennepin County, Minnesota in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect to any such action or proceeding.

3.5 Further Assurances. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

3.6 Conflict with Purchase Agreement. This Agreement is subject to the terms and conditions of the Purchase Agreement. Nothing in this Agreement shall be construed to be a modification of, limitation on, or enlargement of, any provision of the Purchase Agreement, and if there is any conflict as to the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Agreement as of the day and year first above written.


ASSIGNOR:

AERATION INDUSTRIES
INTERNATIONAL, INC

By: 
Its: CEO

ASSIGNEE:

AERATION INDUSTRIES
INTERNATIONAL, LLC

By: 
Its: CEO

**EXHIBIT A
INTELLECTUAL PROPERTY**

PATENTS

Description or Title	Patent or Application No.	Country	Date of Issue
Turbo Enhancement	5,707,562	USA	1/13/98
Turbo Enhancement	1123261	EPO	5/03/96
Air Assist, Triton	5,744,072	USA	4/28/98
	1122191	Brazil	Pending
	1122261	EPO	10/1/03
	1122281	France	Pending
	1122291	Germany	Pending
	1122571	Spain	Pending
	1122641	U.K.	Pending
	1122371	Japan	10/14/05
Air Assist (Large)	7,172,177	USA	2/06/07
	1126211	China	Pending
Aerator Float Design	D401,547	USA	11/24/98
Bio Film	7,465,394	USA	12/16/08
Bio Film	1128111	PCT	Pending
Wastewater Treatment System	7,678,274	USA	3/16/10
Wastewater Treatment System	12/724,293	USA	Pending

TRADEMARK REGISTRATIONS & APPLICATIONS

Registration Number	Country	Mark	Registration Date
1,128,167	United States	AIRE-O ₂	12/25/1979
1332513	Argentina	AIRE-O ₂	2/16/1989
A479205	Australia	AIRE-O ₂	1/5/1988
461086	Benelux	AIRE-O ₂	5/26/1989
814603750	Brazil	AIRE-O ₂	5/1/1990
TMA370277	Canada	AIRE-O ₂	7/6/1990
349698	China	AIRE-O ₂	5/28/1989
146,958	Colombia	AIRE-O ₂	7/12/1993
VR 1990 07019	Denmark	AIRE-O ₂	10/26/2000
72,189	Egypt	AIRE-O ₂	9/11/1989
1453/89	Ecuador	AIRE-O ₂	9/14/1989
118,596	Finland	AIRE-O ₂	5/5/1992

1,462,863	France	AIRE-O ₂	2/18/1988
1,128,964	Germany	AIRE-O ₂	10/13/1988
307,797	Indonesia	AIRE-O ₂	6/18/1993
68745	Israel	AIRE-O ₂	3/16/1988
520693	Italy	AIRE-O ₂	1/12/1990
2,252,329	Japan	AIRE-O ₂	7/30/1990
2720872	Japan	AIRE-O ₂	4/25/1997
84/02149	Malaysia	AIRE-O ₂	5/19/1995
484742	Mexico	AIRE-O ₂	3/9/1995
54261	Panama	AIRE-O ₂	9/19/1991
87917	Peru	AIRE-O ₂	11/2/1990
37183	Philippines	AIRE-O ₂	4/24/1987
258061	Portugal	AIRE-O ₂	3/10/1993
104171	Republic of Korea	AIRE-O ₂	8/10/1984
B873/88	Singapore	AIRE-O ₂	2/29/1988
1527592	Spain	AIRE-O ₂	10/27/1994
226 144	Sweden	AIRE-O ₂	8/30/1991
Kor73703	Thailand	AIRE-O ₂	6/20/1989
1,332,836	United Kingdom	AIRE-O ₂	1/23/1988
B2314/1992	Hong Kong	AIRE-O ₂	3/17/1988
117130	Turkey	AIRE-O ₂	9/8/1989
29314	Bangladesh	AIRE-O ₂	9/7/1989
1,417,427	United States	AIRE-O ₂	11/18/1996
2,250,712	United States	AIRE-O ₂ TURBO	6/8/1999
395,509	European Community	AIRE-O ₂ TURBO	2/23/1999
2,109,390	United States	UNISYSTEM	10/28/1997
1,129,810	United States	AERATION INDUSTRIES	1/29/1980
1,114,396	United States	A and Design	3/6/1979
A509680	Australia	A and Design	5/1/1989
671113	Benelux	A and Design	12/7/1999
826311288	Brazil	A and Design	12/15/2009
72,870	Egypt	A and Design	10/3/1988
1,463,729	France	A and Design	5/5/1988
550346	Italy	A and Design	6/1/1988
84/02148	Malaysia	A and Design	8/18/1989
38029	Philippines	A and Design	2/3/1988
104170	Republic of Korea	A and Design	8/10/1984
1,340,729	United Kingdom	A and Design	4/8/1988
	United States	AIRE-O ₂ TRIDENT	Pending
2,527,750	United States	ACT	1/8/2002
2,286,008	United States	AIRE-O ₂ TRITON	10/12/1999

TMA514,187	Canada	AIRE-O ₂ TRITON	8/10/1999
614727	Mexico	AIRE-O ₂ TRITON	6/22/1999
000653824	European Community	AIRE-O ₂ TRITON	5/29/2000
2,903,592	United States	AIRE-O ₂ POLARIS	11/16/2004
2,955,262	United States	TRI-OVAL	5/24/2005
3071892	China	TRI-OVAL	6/7/2003
2544559	Europe Patent Office	TRI-OVAL	7/4/2003
787845	Mexico	TRI-OVAL	4/24/2003
3,756,243	United States	AIRE-O ₂ BIO- FFILM	3/2/2010
	Canada	AIRE-O ₂ BIO- FFILM	Pending
5930438	China	AIRE-O ₂ BIO- FFILM	12/14/2009
1001875	Mexico	AIRE-O ₂ BIO- FFILM	9/14/2007
Serial No. 77,476,738	United States	Argos SBR	Pending

REGISTERED DOMAIN NAMES

1. Aireo2.com
2. Aire02.com
3. Aerationindustries.com
4. Bio-ffilm.com