

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
Exhausto A/S		12/22/2010	A/S: DENMARK
RECEIVING PARTY DATA			
Name:	VKR Holding A/S		
Street Address:	Breltevej 18		
City:	Horsholm		
State/Country:	DENMARK		
Postal Code:	2970		
Entity Type:	A/S: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1686253	EXHAUSTO	
CORRESPONDENCE DATA			
Fax Number:	(415)989-0932		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-989-5900		
Email:	Spohl@cbmlaw.com		
Correspondent Name:	Dr. Siegmar Pohl		
Address Line 1:	44 Montgomery St		
Address Line 2:	Suite 400, c/o Carroll, Burdick & McDono		
Address Line 4:	San Francsico, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	037326		
DOMESTIC REPRESENTATIVE			
Name:	Dr. Siegmar Pohl		
Address Line 1:	44 Montgomery St		
Address Line 2:	Suite 400 c/o Carroll, Burdick & McDonou		

OP \$40.00 1686253

900185384

**TRADEMARK
 REEL: 004489 FRAME: 0191**

Address Line 4: San Francisco, CALIFORNIA 94194

NAME OF SUBMITTER:

Siegmar Pohl

Signature:

/Siegmar Pohl/

Date:

03/02/2011

Total Attachments: 12

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**INTELLECTUAL PROPERTY RIGHTS AND KNOW-HOW SALE AND PURCHASE
AGREEMENT**

between

VKR Holding A/S
(CVR-no. 30830415)
Breltevej 18
DK-2970 Hørsholm
(hereinafter called "the Purchaser")

and

Exhausto A/S
(CVR-no. 18683741)
Odensevej 76
DK-5550 Langeskov
(hereinafter called "the Seller")

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Article 1
Definitions

For the purpose of this Agreement

1. "Products" means all types and models and systems of roof ventilation fans, wall ventilation fans, box ventilation fans, roof ducts, roof terminals, air-handling units with heat recovery, personalised ventilation products, cooling units, kitchen hoods and dampers and automatic controls related to the aforementioned products and parts and accessories for the same, including valves, diffusers and flexible connections, which on or before the date of this Agreement are or have been produced and/or sold by the Seller to any of its customers or distributors under trademarks heretofore owned by Seller. For the avoidance of doubt "Products" shall not mean such products that the Seller on or before the date of this Agreement has produced and/or sold to Exhausto CDT A/S only.
2. "IPR" means all patents, utility models, designs, copyrights and semi-conductor rights and all other proprietary rights and applications for any of the aforesaid owned by the Seller and relating to the Products, any component or portion thereof, or any features, modifications or improvements made thereto a list of which (except for copyrights) is attached herewith as **Annex 1**.
3. "Trademarks" means all trademarks, trademark applications, trademark registrations, internet domain names, trade names or styles, and any renewals and extensions thereof, now or hereafter registered or owned by the Seller in connection with the manufacture and distribution of the Products a list of which is attached herewith as **Annex 2**.
4. "Know-how" means all inventions, discoveries, processes, techniques, methods, drawings, technology, designs, specifications, marketing information and other information, whether in written or unwritten form, which on or before the date of this Agreement was owned by the Seller in connection with the manufacture or distribution of the Products a list of which is attached herewith as **Annex 3**.
5. "Third Party Trademarks License Agreements" means *Aftale om tidsbegrænset brug af selskabsnavn og varemærker m.v.* entered into by and between Seller, Exhausto CDT A/S and Exint A/S dated November 2010 and *Aftale om tidsbegrænset brug af selskabsnavn og varemærker m.v.* entered into by and between Seller, Exhausto Inc., Exhausto CDT A/S and Exint A/S dated November 2010.

Article 2

**Sale and Purchase of the IPR, Trademarks and Know-how, Assignment of the Third Party
Trademarks License Agreements and Purchase Price**

1. The Seller hereby sells and assigns and the Purchaser hereby purchases and acquires any and all of the Seller's rights, privileges and title in and to the IPR, the Trademarks and the Know-how effective as of

31 December 2010 00.01 a.m. The Seller hereby assigns any and all of its rights and obligations under the Third Party Trademarks License Agreements to the Purchaser and the Purchaser accepts such assignment effective as of 31 December 2010 00.01 a.m. The Purchaser undertakes for its account to apply for registration – as far as registered IPR and Trademarks are concerned – with the relevant registers of its privileges and title in and to the IPR and the Trademarks purchased and acquired hereunder by it from the Seller. The Seller undertakes, at no further charge to the Purchaser, to forthwith sign and deliver any and all declarations and evidences necessary or expedient for the registration of the Purchaser's rights, privileges and title in and to the IPR and the Trademarks purchased and acquired by the Purchaser hereunder. The Purchaser further undertakes to notify in writing each of the other parties to the Third Party Trademarks License Agreements of the assignment hereunder.

2. The Seller undertakes to deliver to the Purchaser, as soon as reasonably practicable, all original certificates of registration relating to the IPR and the Trademarks listed in Annexes 1 and 2 in so far as such are not already in possession of the Purchaser. In so far as domain names must be registered in the name of a third party domiciled in a particular country, the Purchaser will appoint such third party (such third party may even be the Seller if so desired by the Purchaser) as formal registrant, however, the parties agree that such formal registration shall be without prejudice to the Purchaser's ownership, title and full benefit to such domain names.
3. The parties agree that the purchase price for [REDACTED]
[REDACTED] (hereinafter called the "Aggregate Purchase Price").
4. The Purchaser agrees to transfer to a bank account designated by the Seller the Aggregate Purchase Price no later than 5 January 2011.

Article 3 Costs

1. The Purchaser will bear all the costs; including legal fees and any transfers tax or other expenses incurred in connection with the preparation and execution of this Agreement.

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Article 4
Seller's Representations and Warranties

The Seller represents and warrants to the Purchaser that

1. it is the full legal and beneficial owner of any and all of the IPR, the Trademarks and the Know-how, the IPR, the Trademarks and the Know-how together constitute all intellectual property rights and technical know-how owned by Seller and there are no restrictions in the Seller's entitlement to carry out the transactions contemplated by this Agreement,
2. none of the IPR, the Trademarks and the Know-how has been pledged, is subject to a lien or otherwise encumbered with rights of any third party whether arising in contract or by operation of law, including but not limited to compulsory licences, prior rights of use, rights of employees or like,
3. none of the IPR, the Trademarks and the Know-how has been licensed to, or otherwise been made the subject of a right of use of, any third party, except in the ordinary course of business or as set out in the Third Party License Agreements,
4. it has the full power and authority to sell and assign any and all of the IPR, the Trademarks and the Know-how, and it has undertaken all such acts as are necessary for it to carry out the transactions contemplated by this Agreement,
5. it is not a party to any material legal or administrative proceedings relating to the validity, scope of protection, ownership to or encumbrances or impediments of any of the IPR, the Trademarks and the Know-how,
6. to the best knowledge of Seller, the use of any of the IPR, the Trademarks and the Know-how does not infringe the rights of any third party,
7. all application fees, renewal fees and maintenance fees for the IPR and the Trademarks have been paid at their due dates and any and all of the IPR and Trademarks are, to the best knowledge of the Seller, in full force and effect at the date hereof,
8. all fees incurred up to the date of this Agreement towards agents acting on Seller's behalf in respect of the IPR and the Trademarks and towards any public registers have been or will be paid by the Seller as and when they fall due,

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9. the validity of any of the IPR and the Trademarks (not including applications) has not been challenged by any third party,
10. none of the Know-how has been disclosed to any third party, except if such third party has agreed to treat such Know-how confidential as a condition to and prior to disclosure,
11. all of the Know-how is documented in Annex 3 and will be further documented in writing upon request from the Purchaser.

Notwithstanding the Seller's representations and warranties set out above, the Purchaser is aware of and accepts that third parties to a limited extent may have opposed to certain trademark applications or registrations.

Article 5
Governing Law and Arbitration

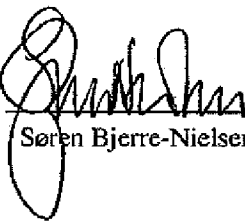

1. This Agreement shall be governed by Danish law, without recourse to its rules on conflicts of law. If a provision of this Agreement is declared invalid by national or supranational authorities, the provision in question shall be replaced by another provision, which, to the extent permitted, shall correspond to the original intention of such provision. All other provisions of this Agreement shall remain in force unchanged.
2. Disputes arising out of this Agreement may not be brought before a court of general jurisdiction, but shall be settled by arbitration in Copenhagen according to the following rules:
3. The party who wants to bring an action before the arbitration tribunal shall inform the other party by letter and shall briefly state the subject-matter of the case. The letter shall contain information on the arbitrator named by the plaintiff and the request that within fourteen (14) days the defendant shall choose an arbitrator. Between them the two (2) arbitrators appoint an umpire, who shall be a High Court Judge. If the arbitrators cannot agree on the appointment of an umpire, the umpire shall be appointed by the Chairman of the Maritime and Commercial Court in Copenhagen, who shall also appoint an arbitrator for the party who has not, after due request, named his arbitrator.
4. The award made by the arbitration tribunal is final, binding and liable to execution for both parties. The language of the arbitration tribunal shall be English. The Danish Act on Arbitration (Act No. 533 of 24 June 2005) shall apply.

Article 6
Miscellaneous

1. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties.
2. The paragraph headings herein are for reference only and shall have no bearing on the interpretation of this Agreement.
3. Each of the parties shall bear the costs incurred to its own advisors in preparing, negotiating and executing this Agreement.
4. This Agreement is executed in two (2) original copies in the English language - one for each party.

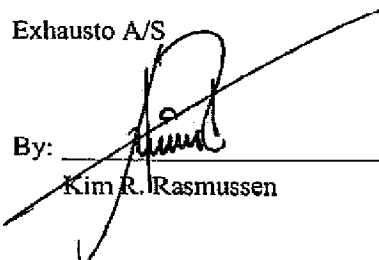
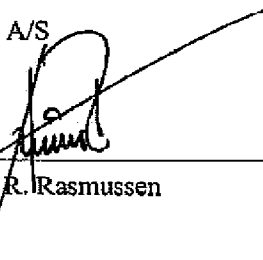
Signed in Hørsholm on 22 December 2010

VKR Holding A/S

By:  
Søren Bjerre-Nielsen Leif Jensen

Signed on 22 December 2010

Exhausto A/S

By:  
Kim R. Rasmussen Michael S. Midskov

MJ

Annex 1



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Annex 2

Trademarks:

All used, unregistered trademarks of the Seller, including the word mark „Exhausto“

Danish registrations:

- VR 1974 00165, DAN TOP <fig>
- VR 1978 00573, EXHAUSTO <fig>
- VR 1985 00403, EXHAUSTO <fig>
- VA 2004 04104, FOR A BETTER FLOW = HENLAGT
- VR 2008 01200, AIRZONE
- VR 2008 01201, AIRCARE
- VR 2008 01199, AIRSPACE
- VR 2008 01202, AIRBOSS

CTM registrations:

- 006573646, AIRZONE
- 006572556, AIRBOSS
- 000349381, EXHAUSTO <fig>

Foreign registrations/applications:

- EXHAUSTO <fig> in China in class 11 (reg.no. 6817945)
- EXHAUSTO <w> in Russia in class 11 (appl.no. N10014928 / 2010722168)
- EXHAUSTO <fig> in USA in class 11 reg.no. 1686253.

Domain names:

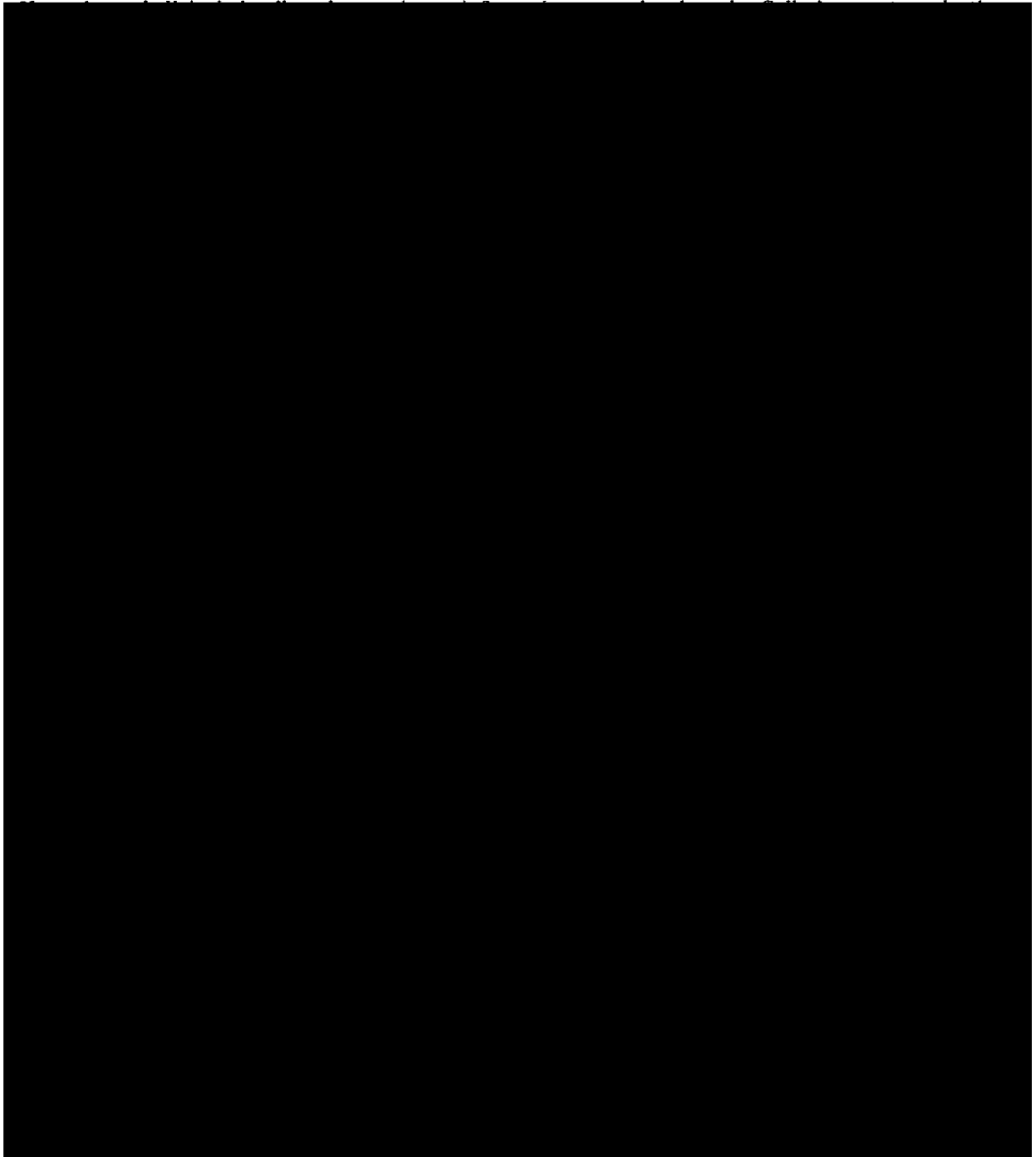
- Exhausto.at
- Exhausto.be
- Exhausto.de
- Exhausto.eu
- Exhausto.no (EXHAUSTO NORGE A/S (now Novema Aggregater AS following merger) will continue as formal registrant due to Norwegian rules. EXHAUSTO NORGE A/S has never been the real owner)
- Exhausto-ventilation.co.uk
- Exhausto.ru
- Exhausto-ventilation.fi
- Personalisedventilation.com
- Personalizedventilation.com
- Personligventilation.com
- Personligventilation.se
- Personalisedventilation.co.uk
- Personalizedventilation.co.uk
- Persönlichelüftung.de

- Personligventilasjon.no (EXHAUSTO NORGE A/S (now Novema Aggregater AS following merger) will continue as formal registrant due to Norwegian rules. EXHAUSTO NORGE A/S has never been the real owner)
- Exhausto-ventilation.com
- Exhausto.se – (EXHAUSTO AB has never been the real owner. Real owner was always Exhausto A/S. Exhausto A/S will reimburse EXHAUSTO AB for any costs defrayed by EXHAUSTO AB during the period of EXHAUSTO AB having been registrant. Exhausto A/S will cause EXHAUSTO AB to sign and deliver any and all documentation necessary or expedient in terms of transferring the domain to Purchaser)
- Exhausto.dk
- Personligventilation.dk
- Personlig-ventilation.dk

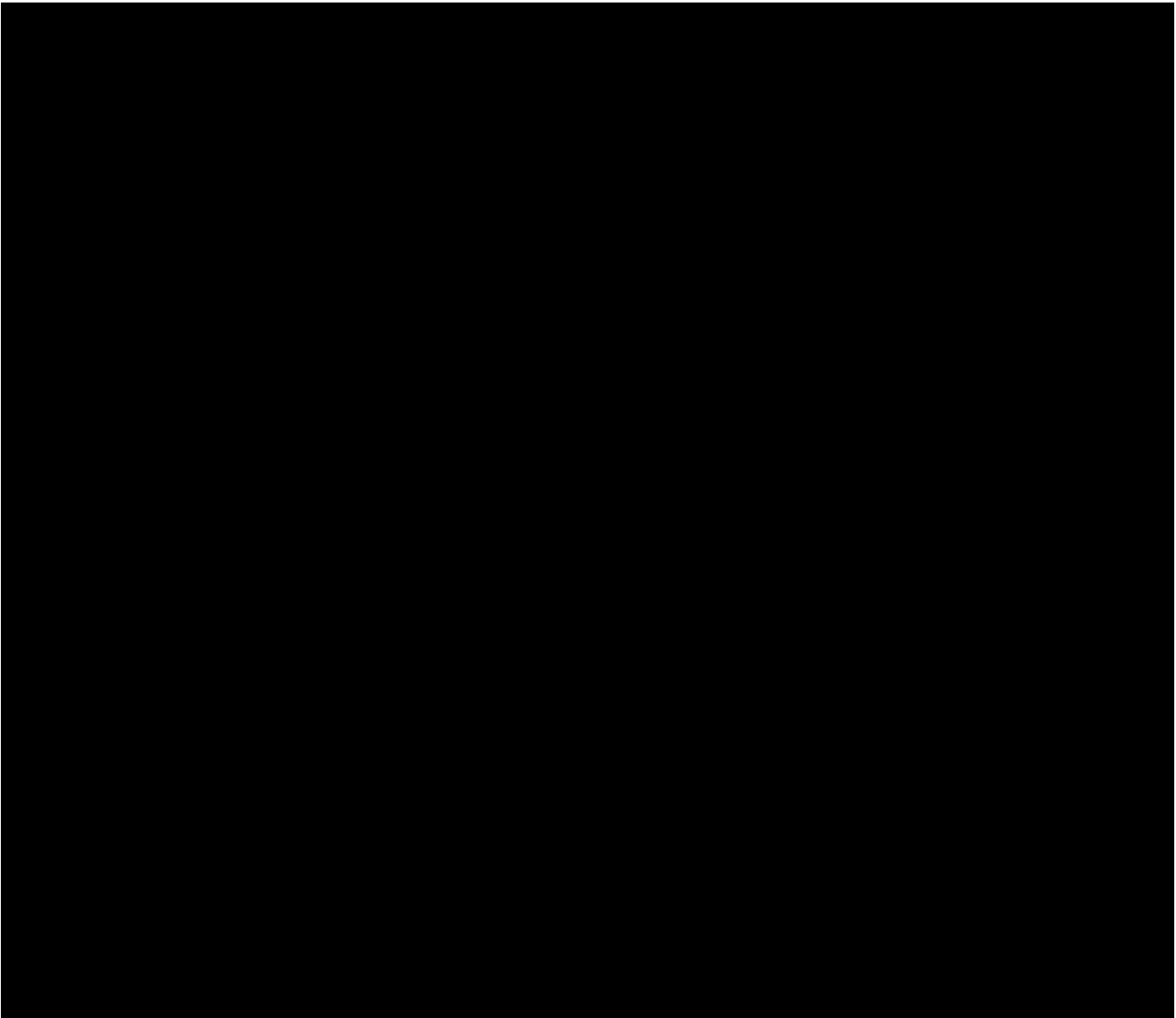
Once Seller has become the owner/registrant of the domain names www.exhaustoint.com and www.exhaustoint.dk Seller is obliged to transfer on these domain names to Purchaser (the parties may also agree that the present registrant transfers the domain names directly to Purchaser).

Handwritten mark

Annex 3



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