

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
BOOST ENERGY SYSTEMS LIMITED		04/08/2010	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NOVAWIND LIMITED		
Street Address:	Park Farm, West End Lane		
City:	Warfield, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG42 5RH		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3405492	AMPAIR	
Registration Number:	3643574	AQUAIR	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 554-8000		
Email:	rsacoff@pattishall.com		
Correspondent Name:	ROBERT W. SACOFF		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	02067-39/40		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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**TRADEMARK
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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Robert W. Sacoff

Signature:

/RWS/

Date:

04/18/2011

Total Attachments: 8

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Completion 4.08pm

JM — NCM

DATED 8 April 2010

BOOST ENERGY SYSTEMS LIMITED
(in Administration)

BEVERLEY JAYNE MARSH AND PETER HUGHES-HOLLAND

and

NOVAWIND LIMITED

AGREEMENT
Relating to the Sale of the
Business and certain Assets of
BOOST ENERGY SYSTEMS LIMITED

Shakespeare Putsman LLP
Somerset House
Temple Street
Birmingham
B2 5DJ

TRADEMARK

REEL: 004524 FRAME: 0152

THIS AGREEMENT is made the 8th day of April 2010.
BETWEEN:

- (1) BOOST ENERGY SYSTEMS LIMITED (in administration) (company number 4937610) whose registered office is at Park Farm, West End Lane, Warfield, Berkshire, RG42 5RH ("the Seller");
- (2) Beverley Jayne Marsh and Peter Hughes-Holland (as joint administrators of the Seller) of VANTIS GROUP LIMITED of 104-106 Colmore Row, Birmingham B3 3AG ("the Administrators");
- (3) NOVAVIND LIMITED (company number 7174842) whose registered office is at Park Farm, West End Lane, Warfield, Berkshire, RG42 5RH ("the Buyer").

BACKGROUND

- (A) The Administrators were appointed to act as Administrators of the Seller pursuant to a Notice of Appointment of Administrators filed by the directors of the Seller in the High Court of Justice, Chancery Division, Birmingham District Registry on 6 April 2010 under case number 8144 of 2010 pursuant to paragraph 22 of Schedule B1 of the Insolvency Act 1986.
- (B) The Seller (acting by the Administrators) has agreed to sell and the Buyer has agreed to buy such right, title and interest as the Seller may have in or to the Business and certain assets of the Seller on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1 DEFINITIONS

- 1.1 In this agreement the expressions listed below shall (unless inconsistent with the context) bear the meaning set opposite them:

"Administrators' Solicitors" means Shakespeare Putsman LLP of Somerset House, Temple Street, Birmingham, B2 5DJ.

"Accountants" means a firm of chartered accountants agreed between the Parties or in the absence of agreement nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.

"Act" means the Insolvency Act 1986

"Business" means the Seller's business as a manufacturer of small wind and water turbines as carried on from the Premises or elsewhere.

"Business Day" means a day other than a Saturday or Sunday on which Lenders are open for business in London.

"Completion" means completion of the sale and purchase in accordance with clause 5.

"Consideration" means the sum of £50,000 (fifty thousand pounds) (exclusive of VAT) payable in accordance with Clause 3.

"Customer Contracts" means all contracts orders and engagements entered into by or on behalf of the Seller prior to the Transfer Date with customers of the Business for the sale of goods or provision of services by the Seller in connection with the Business which remain (in whole or in part) to be performed by the Seller in so far as they are set out in Schedule 7. For the avoidance of doubt this definition excludes the contracts of employment of the Employees and any contracts, orders or engagements not specifically set out in the aforementioned schedule.

"Data Bases" means those data bases, if any, owned by the Seller.

"Data Controller" means a person or entity who (whether jointly or separately or in common with other persons or entities) determines the purposes for which and the manner in which any Personal Data are, or are to be processed.

"Debts" means all book and other debts due to the Seller and/or the Administrators (and whether or not yet due and payable) as at the Transfer Date together with any invoice issued or to be issued by the Seller and/or the Administrators (whether before or after the Transfer Date in respect of the sale of goods or provision of services rendered prior to the Transfer Date including all rights of set-off and counterclaim.

"Employees" means the employees of the Seller engaged in the Business as at the Transfer Date including without prejudice to the generality of the foregoing those listed in schedule 3 who become employees of the Buyer upon the transfer of the Business to the Buyer.

"Equipment" means the plant machinery jigs moulds tools office furniture and equipment (including for the avoidance of doubt all computers printers servers and other related IT equipment) owned by the Seller and situated (whether physically attached to or lying loose) at the Premises on the Transfer Date including without prejudice to the generality of the foregoing those listed in schedule 4.

"Fixtures and Fittings" means all fixtures and fittings (excluding any landlords' fixtures and fittings) owned by the Seller and situated at the Premises on the Transfer Date including without prejudice to the generality of the foregoing those listed in schedule 4.

administrators of the Seller whether so appointed in addition to or in substitution of the present Administrators

1.6 References in this agreement to clauses or schedules are unless otherwise stated references to the relative numbered clauses or sub clauses of or schedules to this agreement. The schedules form part of this agreement.

1.7 Any headings in this agreement are for convenience only and shall not affect the construction or interpretation of this agreement.

2 SALE OF BUSINESS AND ASSETS

2.1 The Seller shall sell and the Buyer shall buy (on the terms and conditions of this agreement) with effect from the Transfer Date such right title and interest (if any) as the Seller has in the following assets:

- i. the Customer Contracts
- ii. the Equipment
- iii. the Fixtures and Fittings;
- iv. the Goodwill;
- v. the Intellectual Property;
- vi. the IP Assignments;
- vii. the Licences;
- viii. the Motor Vehicles;
- ix. the right to use the Name;
- x. the Seller's Records;
- xi. the Stock;
- xii. the Work in Progress.

to the intent that the Buyer shall from the Transfer Date carry on the Business as a going concern.

2.2 There shall be excluded from the sale affected by this agreement any assets or property of the Seller not specifically included in clause 2.1 including without prejudice to the generality of the foregoing:

- i. all cash in hand or in a bank or other financial institution and all cheques bills or other negotiable instruments;

5 COMPLETION

5.1 Completion of the sale and purchase of the Transferred Assets shall take place on the Transfer Date immediately after the execution of this agreement at the offices of the Administrators' Solicitors or at such other place as the Administrators may direct.

5.2 On completion the Seller shall:

- i. deliver to the Buyer by allowing the Buyer to take possession and custody of them at the Premises those Transferred Assets title to which is capable of transfer by delivery; and
- ii. hold all other Transferred Assets on trust for the Buyer absolutely pending assignment.

5.3 Following Completion:

- i. and in accordance with Clause 4.2 (if requested by Her Majesty's Revenue & Customs) the Seller shall deliver to the Buyer a VAT invoice for any element of the consideration upon which VAT is (or may become in due course) payable; and
- ii. deliver to the Buyer a release in the agreed form duly executed by the Lender of the Transferred Assets from all charges contained in the Security within 5 Business Days of receipt.

6 FURTHER ASSURANCE

Following Completion the Seller and the Administrators (for so long as they remain in office in relation to the Seller and provided that all and any personal liability of the Administrators is expressly excluded) shall (at the Buyer's expense) execute and deliver any other documents and do such further acts as may reasonably be required from time to time by the Buyer to vest in the Buyer such right title and interest to the Transferred Assets as the Seller had in accordance with the terms of the Agreement. The terms of all such documents shall be first approved by the Administrators' Solicitors.

7 THE CUSTOMER CONTRACTS

7.1 The Buyer shall accept responsibility (whether by assignment novation or otherwise) for the completion of the Customer Contracts and the Buyer shall indemnify the Seller and the Administrators against all costs proceedings

claims demands and liabilities in so far as such costs proceedings claims demands and liabilities do not relate to the period prior to Completion.

7.2 The Seller shall, at the request of the Buyer, with effect from the Completion Date, assign to the Buyer or procure the assignment to the Buyer of any Customer Contracts which are capable of assignment without the consent of the parties (provided the Buyer indemnifies the Seller and / or the Administrators in respect of any costs arising in relation to the assignment). Insofar as any of the Customer Contracts cannot effectively be assigned to the Buyer without the consent of a third party or except by an agreement of novation:

- i. The Buyer the Seller and the Administrators (for a period of 40 Business Days and provided that all and any personal liability of the Administrators is expressly excluded) shall (at the Buyer's expense) use reasonable efforts to co-operate to procure that such consent is obtained although the Buyer expressly acknowledges that the Seller and the Administrators may have little or no influence with any other party and shall be under no obligation to make any payments directly or indirectly to any other party to persuade them to give their consent and the Seller shall enter into such form of assignment or novation as the Buyer may require (the terms of any such assignment novation or other documents shall be first approved by the Administrators' Solicitors);
- ii. unless and until such consent is obtained or any such contract is novated the Buyer shall for its own benefit and to the extent that such contract permits perform as agents on behalf of the Seller or the Administrators (as the case may be) (but at the Buyer's expense) all the obligations of the Seller and the Administrators thereunder and shall indemnify the Seller and the Administrators against all costs proceedings claims demands and liabilities which may be incurred by the Seller or the Administrators as a result of any act neglect default or omission on the part of the Buyer to perform or comply with any such obligation of the Seller or the Administrators.

8 INTELLECTUAL PROPERTY

8.1 The Buyer acknowledges that the Intellectual Property may be subject to restrictions or deficiencies and that it may not be sufficiently transferable to the Buyer to enable the Business to be carried on efficiently or at all. The

Buyer undertakes to make its own enquiries into all such matters and agrees that it shall have no right to rescind, avoid or vary this agreement or to claim damages or a reduction in the consideration paid or payable under the terms of this Agreement if it transpires that the Buyer shall not have acquired title to all or any of the Intellectual Property.

- 8.2 The Buyer undertakes with the Sellers and the Administrators not to use the Intellectual Property without first obtaining any necessary consents and to indemnify the Sellers and the Administrators on a full indemnity basis immediately upon written demand against all and any Liabilities arising directly or indirectly because of the transfer of the Intellectual Property to the Buyer or its purported sale under the terms of this agreement or the use of it by the Buyer or by any transferee or licensee from the Buyer.

9 DATA PROTECTION

- 9.1 The Buyer agrees to use any Personal Data (including without prejudice to the generality of the foregoing the Data Bases) provided to it by the Sellers or its advisers exclusively in connection with the running of the Business and also in connection with businesses of the same type as the Business and to comply with the provisions of the Data Protection Act 1998 when dealing with any such Personal Data.
- 9.2 The Buyer agrees that it shall, within two months of the Transfer Date, write to all those natural persons whose details are recorded on the Data Base to notify them that it has taken over the Business and (at least in general terms) of their rights under part II of the Data Protection Act 1998.
- 9.3 The Buyer shall not transfer any Personal Data (including, without prejudice to the generality of the foregoing, the Data Bases) outside the European Economic Area without first obtaining the specific written consent of the subjects of that Personal Data.

10 STOCK AND ROT STOCK


- 10.1 Unless agreed otherwise prior to the Transfer Date the Seller shall leave the ROT Stock upon the Premises after the Transfer Date. The Buyer acknowledges that it has no title to nor right of possession or use of any of the ROT Stock and shall deliver it to the Seller or as the Seller may direct on demand.

IN WITNESS of which the Parties have executed this document as follows:

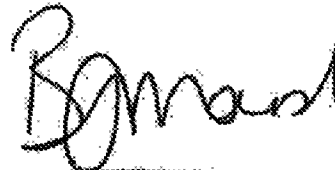
SIGNED by Beverley Jayne Marsh
for and on behalf of Boost Energy
Systems Limited (in
Administration) as its agent and
without personal liability pursuant
to powers conferred upon her
under paragraph 9 of Schedule 1
to the Insolvency Act 1986 in the
presence of:



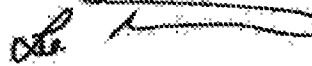
WITNESS :signature:
name (block capitals):
address:
Occupation:


LEE BLACKHURST
104-106 CANOLE RD
BIRMINGHAM
B3 3AG
ACCOUNTANT

SIGNED by Beverley Jayne
Marsh for and on behalf of the
Administrators pursuant to
powers conferred upon him under
paragraph 9 of Schedule 1 to the
Insolvency Act 1986 in the
presence of:



WITNESS :signature:
name (block capitals):
address:
Occupation:


LEE BLACKHURST
104-106 CANOLE RD
BIRMINGHAM
B3 3AG
ACCOUNTANT

TRADEMARK