

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
Aqua Star, Inc.		10/14/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	EControls, LLC		
Street Address:	3523 Crosspoint		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78217		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3835742	ZERO OFF	
Registration Number:	3819165	ZERO OFF GPS SPEED CONTROL	
CORRESPONDENCE DATA			
Fax Number:	(210)244-8944		
Phone:	210.244.8844		
Email:	wquirk@rpsalaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William H. Quirk		
Address Line 1:	755 E. Mulberry Ave., Ste. 200		
Address Line 2:	rpsaip.com		
Address Line 4:	San Antonio, TEXAS 78212		
ATTORNEY DOCKET NUMBER:	81211.00037 / 39		
NAME OF SUBMITTER:	William H. Quirk		
Signature:	/William H. Quirk/		

OP \$65.00 3835742

TRADEMARK

Date:

02/23/2012

Total Attachments: 2

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**Exhibit B
Trademark Assignment**

TRADEMARK ASSIGNMENT

Whereas, Aqua Star, Inc., an Illinois corporation ("Assignor"), headquartered at 231 East Colonial Dr., Vernon Hills, Illinois, is the owner of all right, title and interest in and to the trademarks listed on Annex A hereto (collectively, the "Trademarks"), and the goodwill associated therewith; and

Whereas, EControls, LLC, a Texas limited liability company with offices at T3523 Crosspoint, San Antonio, Texas 78217 ("Assignee"), wishes to acquire the entire right, title and interest in and to the Trademarks and the goodwill associated therewith.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee and its successors and assigns, all of its right, title and interest in and to the Trademarks and the goodwill associated therewith, together with all rights, powers and privileges of any kind or nature belonging thereto or incident or appurtenant thereto, including without limitation all reissues, renewals and extensions thereof, the right to claim priority therefor and any and all other rights, privileges and powers with respect to the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

And Assignor covenants that it has the full the right to convey the entire interest herein assigned and that it has not executed, and shall not execute, any agreements in contravention thereof.

Assignor agrees that it will execute and deliver, or cause to be executed and delivered, after the date hereof, all such other instruments and will take all reasonable actions as may be necessary to transfer and convey the Trademarks to Assignee of record in the applicable filing or recording offices, on the terms herein contained.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its officer thereunto duly authorized.

Dated as of the 14th day of October, 2011.

AQUA STAR, INC.

By: 

Name: Gary Wynnmaster

Title: President


TRADEMARK

REEL: 004723 FRAME: 0057

Annex A

1. U.S. Trademark No. 3835742 for Zero Off
2. U.S. Trademark No. 3819165 for Zero Off GPS Speed Control

