

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
Santech Industries, Inc.		05/31/2012	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Santech Industries, LLC
<b>Street Address:</b>	600 Congress Avenue Suite 200
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2657743	MASTER TECHNICIAN
Registration Number:	2606111	MASTER TECHNICIAN SERIES
Registration Number:	2576818	MASTER TECHNICIAN SERIES
Registration Number:	2574679	MASTER TECHNICIAN SERIES
Registration Number:	2497657	MASTERCHEM
Registration Number:	2497656	MASTERCHEM
Registration Number:	2325170	SANTECH

**CORRESPONDENCE DATA**

Fax Number: 5125369925  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 512.480.5774  
 Email: sgriffin@gdhm.com  
 Correspondent Name: Sandra L. Griffin  
 Address Line 1: 401 Congress Avenue Suite 2200  
 Address Line 4: Austin, TEXAS 78701

CH \$190.00 2657743

ATTORNEY DOCKET NUMBER:	A25643.6
NAME OF SUBMITTER:	Sandra L. Griffin
Signature:	/S. Griffin/
Date:	05/31/2012
<b>Total Attachments: 8</b> source=Executed IP Assignment Agreement - Santech Industries LLC#page1.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page2.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page3.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page4.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page5.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page6.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page7.tif source=Executed IP Assignment Agreement - Santech Industries LLC#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 31, 2012, is made by Santech Industries, Inc., a Texas corporation (“**Seller**”), located at 2450 Handley Ederville Road, Fort Worth, Texas 76118, in favor of Santech Industries, LLC, a Delaware limited liability company (“**Buyer**”), located at 600 Congress Avenue, Suite 200, Austin, Texas 78701, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller and certain other parties, dated as of May 31, 2012 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations and applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas,

without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SANTECH INDUSTRIES, INC.

By:   
Name: Michael Deese  
Title: President  
Address for Notices:

NOTARIAL CERTIFICATE

STATE OF TEXAS

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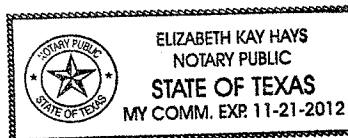
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 30<sup>th</sup> day of May, 2012, by Michael Dees President of Santech Industries, Inc.

Elizabeth Kay Hays  
NOTARY PUBLIC, State of Texas



**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS**

<b>Jurisdiction</b>	<b>Title</b>	<b>Status</b>	<b>Patent No./Application No.</b>	<b>Registration Date</b>
United States	"Method of using a seal kit"	Registered	7,503,103	March 17, 2009
United States	"Method of forming a seal kit"	Registered	7,574,847	August 18, 2009
United States	"Seal kit for vehicle air conditioning system and associated methods"	Registered	7,325,809	February 5, 2008
United States	"Transporting plate and seal combination, compressor plate, and seal system and seal kit for vehicle air conditioning compressor"	Abandoned	Application 10,655,424	September 4, 2003
United States	"Method of Doing Business"	Abandoned	Application 11,175,616	July 6, 2005



**SCHEDULE 2**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK  
APPLICATIONS**

<b>Registered Trademarks</b>	<b>Date</b>	<b>Notes</b>
European Community 001495027 Santech	2/23/2001	Class 12
European Community 001604255 Santech	6/5/2003	Class 9, 17
US 2,657,743 Master Technician	12/10/2002	Class 17
US 2,606,111 Master Technician Series	8/6/2002	Class 6
US 2,576,818 Master Technician Series	6/4/2002	Class 17
US 2,574,679 Master Technician Series	5/28/2002	Class 11
US 2,497,657 Masterchem	10/16/2001	Class 4
US 2,497,656 Masterchem and design	10/16/2001	Class 4
US 2,325,170 Santech	3/7/2000	Class 17

**SCHEDULE 3**

**ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

<b>Jurisdiction</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
United States	"Master Technicians Series Automotive Air Conditioning Components Catalog"	TX0007051368	June 23, 2008
United States	"Santech 'Master Technicians Series' automotive air conditioning components catalog: 2006"	TX0006413884	June 27, 2006
United States	"Santech new product: rapid-seal A/C system repair kits"	TX0005839396	April 7, 2003
United States	"Santech new to our product line: a revolutionary design plate and pad products for the A/C compressor rebuilder"	TX0005839397	April 7, 2003
United States	"Santech Master Technicians Series: automotive air conditioning components catalog"	CSN0142590	2004
United States	"Santech Master Technicians Series: automotive air conditioning components catalog"	CSN0142590	2003
United States	"Santech Master Technicians Series: automotive air conditioning components catalog"	CSN0142590	1996