

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROLITEC INC.		06/11/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	380 INTERLOCKEN CRESCENT
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3984466	ARIA
Registration Number:	3934906	AIR/Q WHOLE HOUSE AIR FRESHENER
Registration Number:	3890508	ARIA
Registration Number:	3669736	AIR Q
Serial Number:	77650391	AIR/Q WHAF
Serial Number:	77650388	WHAF
Serial Number:	77650384	AIR/Q WHOLE HOUSE AIR SANITIZER
Serial Number:	85310254	AIR RX
Serial Number:	85310253	AIRRX AIR SANITIZER
Serial Number:	85426270	PROLITEC

CORRESPONDENCE DATA

Fax Number: 4049626729  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: jihan.jenkins@troutmansanders.com  
Correspondent Name: JIHAN A.R. JENKINS  
Address Line 1: TROUTMAN SANDERS LLP  
Address Line 2: 600 PEACHTREE STREET NE  
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001335
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	06/13/2012

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 11, 2012 by and between SILICON VALLEY BANK, a California corporation ("Bank") and PROLITEC INC., a Wisconsin corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

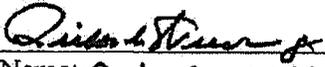
Address of Grantor:

1235 W. Canal Street  
Milwaukee, Wisconsin 53233

Attn: Richard Weening, CEO

GRANTOR:

PROLITEC INC.

By:   
Name: RICHARD WEENING  
Title: CEO

Address of Bank:

380 Interlocken Crescent  
Suite 600  
Broomfield, Colorado 80021

Attn: Tom Hertzberg

BANK:

SILICON VALLEY BANK

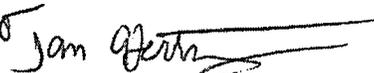
By:   
Name: Tom Hertzberg  
Title: BM

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	7,930,068	April 19, 2011
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	7,712,683	May 11, 2010
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	7,363,737	April 29, 2008
SPRAYING ATTACHMENT AND APPLIANCE	6,405,944	June 18, 2002
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	13/090,240 (2011/0253797)	April 19, 2011 (October 20, 2011)
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	10/548,767 (2006/0219814)	March 11, 2004 (October 5, 2006)
METHOD AND DEVICE FOR NEBULISATION	10/548,503 (2006/0237090)	March 11, 2004 (October 26, 2006)
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	PCT/US2008/060096 (WO/2008/128091)	April 11, 2008 (October 23, 2008)
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	PCT/US2008/058724 (WO/2008/119068)	March 28, 2008 (October 2, 2008)
ADVERTISING DISPLAY PANEL WITH THE DIFFUSION OF SCENTS	PCT/EP2004/050390 (WO/2004/086336)	March 29, 2004 (October 7, 2004)
METHOD AND DEVICE FOR NEBULISATION	PCT/EP2004/050292 (WO/2004/080604)	March 11, 2004 (September 23, 2004)

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NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	PCT/EP2004/050294 (WO/2004/080605)	March 11, 2004 (September 23, 2004)
SPRAYING ATTACHMENT AND APPLIANCE METHOD AND DEVICE FOR NEBULISATION	PCT/FR1998/001850 (WO/1999/010104) JAPAN 4664278	August 25, 1998 (March 4, 1999) 1/14/11
ADVERTISING DISPLY WITH DIFFUSION OF SCENTS	RUSSIAN FEDERATION 2316825	2/10/08
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	NEW ZEALAND 574273	3/11/04
METHOD AND DEVICE FOR NEBULISATION	HONG KONG HK1090876	3/11/04
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	INDIA 237782	7/1/10
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS ADVERTISING	MEXICO 274506	3/18/10
DISPLAY WITH THE DIFFUSION OF SCENTS	CHINA ZL200480011458.1	1/14/09
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	RUSSIA 2348465	3/11/04
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	CHINA CN100450634C	1/14/09
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	JAPAN 4664279	1/14/09
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	EUROPEAN 1 603 683	2/10/10
METHOD AND DEVICE FOR NEBULISATION	RUSSIA 2346755	3/11/04
VENTURI AND DEVICE COMPRISING THE SAME	UK 1 603 683	2/10/10
METHOD AND DEVICE FOR NEBULISATION	CHINA ZL200480011006.3	8/20/08
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	FRANCE 1 603 683	2/10/10
METHOD AND DEVICE FOR NEBULISATION	AUSTRALIA 2004218941	1/17/08

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ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	FRANCE 2853123	10/01/04
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	CANADA 2.518.228	11/10/09
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	CANADA 2518244	6/01/10
METHOD AND DEVICE FOR NEBULISATION	CANADA 2518239	6/01/10
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	AUSTRALIA 2004218942	10/30/08
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	KOREA 10-0740924	7/12/07
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	KOREA 10-0810835	
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	AUSTRALIA 2004223275	3/29/04
ADVERTISING DISPLAY WITH DIFFUSION OF SCENTS	NEW ZEALAND 542678	3/29/04
METHOD AND DEVICE FOR NEBULISATION	INDIA 219336	4/30/08
DIFFUSION CONTROL SYSTEM	MEXICO MX/A/2009/010447	9/28/09
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	EUROPEAN 8745657	10/29/09
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	CHINA 2.0088E+11	12/7/09
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	JAPAN 2010-501264	9/28/09
AIRBORNE PATHOGEN DISINFECTANT SYSTEM AND METHOD	US 12/359,283	1/24/09
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	JAPAN 2006-505503	9/21/06
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	US 11/734,660	4/12/07

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SYSTEM AND MEHTHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	US 13/402,279	2/22/12
GLYCOL SENSOR FOR FEEDBACK LOOP CONTROL	US 13/280,320	10/24/11
GLYCOL SENSOR FOR FEEDBACK LOOP CONTROL	PCT PCT/US11/57550	10/24/11
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	INDIA 3691/KOLNP/2009	10/23/09
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	AUSTRALIA 2008240207	4/11/08
DIFFUSION DEVICE WITH REPLACEABLE CARTRIDGE	CANADA 2685180	4/11/08
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	SWEDEN 1 603 683	2/10/10
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	BRAZIL P10809436-5	9/28/09
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	AUSTRALIA 2008230721	10/7/09
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	EP 8744654.8	10/2/09
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	BRAZIL P10408845-0	3/29/04
ADVERTISING DISPLAY WITH THE DIFFUSION OF SCENTS	EP 47244020.5	12/28/05
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	BRAZIL P10408277-0	3/7/06
METHOD AND DEVICE FOR NEBULISATION	BRAZIL P10408283.4	3/7/06
METHOD AND DEVICE FOR NEBULISATION	EP 4719462.6	1/11/06

METHOD AND DEVICE FOR NEBULISATION	FRANCE FR0303316	3/11/03
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	FRANCE FR0303203	3/11/03
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	BELGIUM 1 603 683	2/10/10
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	SWITZERLAND 1 603 683	2/10/10
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	GERMANY 1 603 683	2/10/10
NEBULISATION VENTURI AND DEVICE COMPRISING THE SAME	SPAIN 1 603 683	2/10/10
SYSTEM AND METHOD OF CONTROLLING OPERATION OF A LIQUID DIFFUSION APPLIANCE	INDIA 3690/KOLNP/2009	10/23/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ARIA	3984466	June 28, 2011
AIR/Q WHOLE HOUSE AIR FRESHENER	3934906	March 22, 2011
ARIA	3890508	December 14, 2010
AIR Q	3669736	August 18, 2009
AIR/Q WHAF	77650391	January 15, 2009
WHAF	77650388	January 15, 2009
AIR/Q WHOLE HOUSE AIR SANITIZER	77650384	January 15, 2009
AIR RX	85310254	May 2, 2011
AIRRX AIR SANITIZER	85310253	May 2, 2011
PROLITEC	85426270	September 19, 2011

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

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