

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|---|----------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 08/02/2012 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | U.S. Natural Resources, Inc. | | 08/02/2012 |
| | | | Entity Type |
| | | | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Friedrich Air Conditioning Co., Ltd. | | |
| Street Address: | 10001 Reunion Place | | |
| Internal Address: | Suite 500 | | |
| City: | San Antonio | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78216 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 1550071 | ZONEAIRE |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2108869883 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Email: | tlee@gunn-lee.com | | |
| Correspondent Name: | Ted D. Lee | | |
| Address Line 1: | Gunn, Lee & Cave, P.C. | | |
| Address Line 2: | 300 Convent St., Suite 1080 | | |
| Address Line 4: | San Antonio, TEXAS 78205 | | |
| ATTORNEY DOCKET NUMBER: | T-180.34 | | |
| NAME OF SUBMITTER: | Ted D. Lee | | |

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| Signature: | /ted d. lee/ |
| Date: | 08/07/2012 |
| Total Attachments: 1 source=Trademark Assignment-signed (ZONEAIRE)#page1.tif | |

Nunc Pro Tunc Trademark Assignment

This agreement (the "Agreement") is between U.S. Natural Resources, Inc. ("USNR"), a Delaware corporation, and Friedrich Air Conditioning Co., Ltd. ("Friedrich"), a Texas limited partnership.

Whereas, USNR is the sole limited partner of Friedrich; and

Whereas, USNR is the owner of U.S. Trademark Registration No. 1,550,071, registered on August 1, 1989 for the mark ZONEAIRE (the "Trademark"); and

Whereas, prior to the date of this Agreement, USNR orally assigned the Trademark and the goodwill associated therewith to Friedrich without compensation to USNR; and

Whereas, the parties now wish to confirm in writing their prior oral assignment concerning the Trademark.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, USNR and Friedrich hereby agree as follows:

1. USNR hereby confirms that, prior to the date of this Agreement, USNR orally assigned to Friedrich all of USNR's rights under the Trademark and the goodwill associated therewith; and USNR hereby releases Friedrich from any liability to USNR related in any way to any use of the Trademark by Friedrich prior to the date of this Agreement.

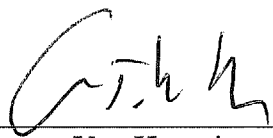
2. USNR hereby confirms in writing the prior oral assignment to Friedrich of all USNR's rights, title, and interest in, to, and under the Trademark and the goodwill associated therewith, including the right to sue for and recover for prior acts of infringement.

3. USNR hereby covenants that, upon request by Friedrich, USNR shall execute such further documentation as may be required to enable Friedrich to properly evidence and register the assignment of rights, title, and interest provided herein.

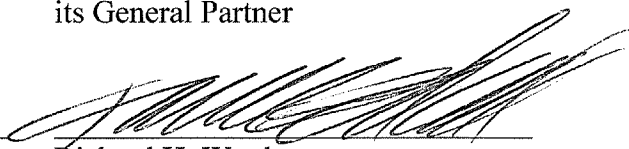
In witness whereof, USNR and Friedrich make this Agreement as of the 2nd day of August, 2012.

U.S. Natural Resources, Inc.

For Friedrich Air Conditioning Co., Ltd.
By FAC Management, LLC
its General Partner



George Van Hoomissen
President



Richard H. Ward
Chairman