

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
Soundair, Inc.		07/31/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Soundair Repair Group, LLC		
Street Address:	1826 Bickford Ave.		
City:	Snohomish		
State/Country:	WASHINGTON		
Postal Code:	98290		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2624589	S SOUNDAIR INC	
Serial Number:	76318770	SOUNDAIR	
CORRESPONDENCE DATA			
Fax Number:	2064052825		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	206-386-7353		
Email:	avk@rvk-law.com		
Correspondent Name:	Al Van Kampen		
Address Line 1:	1001 Fourth Ave., Suite 4050		
Address Line 4:	Seattle, WASHINGTON 98154		
ATTORNEY DOCKET NUMBER:	SOUNDAIR ASSIGNMENT		
NAME OF SUBMITTER:	Al Van Kampen		
Signature:	/alvankampen/		

Date:

09/20/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT as of July 31, 2012 (this "Assignment"), is made and entered into by and among (i) Soundair Repair Group, LLC, a Delaware limited liability company (the "Buyer"), and (ii) Soundair, Inc., a Washington corporation (the "Seller"), Soundair Repair Group, LLC, AIM Specialty Coatings, LLC, and Soundair Design and Development Group, LLC, each a Washington limited liability company and a wholly-owned subsidiary of the Seller (collectively with the Seller, the "Seller Companies"). The above parties are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, each of the Parties is a party to that certain Asset Purchase Agreement, dated as of July 31, 2012 (the "Asset Purchase Agreement"), pursuant to which, among other things, each Seller Company has agreed to sell, assign, transfer, convey and deliver to the Buyer, all of such Seller Company's right, title and interest, direct or indirect, in and to the Seller Intellectual Property (identified in Schedule I attached hereto); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Asset Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment of the Seller Intellectual Property. Each Seller Company does hereby sell, assign, transfer, convey and deliver to the Buyer and its successors and assigns, all of such Seller Company's right, title and interest, direct or indirect, in and to the Seller Intellectual Property (the "Assigned IP"), in each case free and clear of any Encumbrances (other than Permitted Encumbrances), including without limitation all registrations, renewals and extensions thereof, as well as any corresponding rights in said trademark, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction throughout the world, and (a) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (b) the right to sue for past, present and future infringements thereof, and (c) the goodwill associated therewith.

2. Assistance and Cooperation. Each Seller Company further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as the Buyer may reasonably request to effectuate fully this Assignment and to perfect record title to the Assigned IP in all countries.

3. Perfection and Recordation. The Buyer shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.

4. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, expand, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of any Party set forth in the Asset Purchase Agreement. This Assignment is subject to and controlled by the terms of the Asset Purchase Agreement.

5. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties hereto.

6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Delaware, without giving effect to the conflict of laws principles that would apply the Law of any other state.

8. Counterparts. This Assignment may be executed in two (2) or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

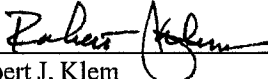
9. Facsimile Signature. This Assignment may be executed by facsimile or PDF signature and a facsimile or PDF signature shall constitute an original for all purposes.

(Signatures page follows)

IN WITNESS WHEREOF, each of the Seller Companies makes this assignment to the Buyer and has caused this Assignment to be executed as of the date first written above.

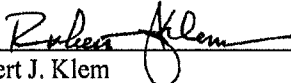
SELLER COMPANIES:

SOUNDAIR, INC.,
a Washington corporation

By: 
Robert J. Klem
Authorized Representative

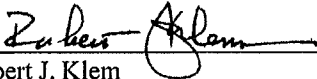
SOUNDAIR REPAIR GROUP, LLC
a Washington limited liability company

By: SOUNDAIR, INC., its sole Member

By: 
Robert J. Klem
Authorized Representative

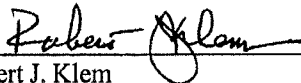
AIM SPECIALTY COATINGS, LLC
a Washington limited liability company

By: SOUNDAIR, INC., its sole Member

By: 
Robert J. Klem
Authorized Representative

SOUNDAIR DESIGN AND DEVELOPMENT GROUP, LLC
a Washington limited liability company

By: SOUNDAIR, INC., its sole Member

By: 
Robert J. Klem
Authorized Representative

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Buyer accepts the assignment from each of the Seller Companies and has caused this Assignment to be executed as of the date above first written above.

BUYER:

SOUNDAIR REPAIR GROUP, LLC,
a Delaware limited liability company


By: 
Name: Gregory H. Benson
Title: Manager and Chief Executive Officer

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE I

ASSIGNED IP

Trademark and Service Mark Registrations and Applications for Registration

REGISTRANT	MARK	REGISTRATION NO.	REGISTRATION DATE
Soundair, Inc.	S Soundair, Inc.	2,624,589	09/24/2002
			
Soundair, Inc.	Soundair	2,624,590	09/24/2002

Unregistered Trademarks

The Company uses the following unregistered trademarks for the Business:



Unregistered Copyrights

- Soundair.com website, product/service manuals, and advertising materials

Domain Name Registrations

Domain Name	Registrant	Registered Through
www.soundair.com	Soundair, Inc.	GoDaddy.com
Soundairrepair.com	Soundair, Inc.	GoDaddy.com
Soundair.aero	Soundair, Inc.	DomainBank (since acquired by Dotster)