

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Siemens Industry, Inc.		11/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WesTech Engineering, Inc.
Street Address:	3625 South West Temple
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84115
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1741137	ADSORPTION CLARIFIER
Registration Number:	0766702	AERALATER
Registration Number:	1410370	AERALATER
Registration Number:	1190549	AQUARITROL
Registration Number:	0981603	AQUARIUS
Registration Number:	0837937	CENTROL
Registration Number:	3046746	CONTRAFAST
Registration Number:	0599016	CONTRAFLO
Registration Number:	0626501	GARD
Registration Number:	0751709	MICRO FLOC
Registration Number:	2691480	MULTIBLOCK
Registration Number:	0797204	MULTICELL
Registration Number:	1125173	MULTIWASH
Registration Number:	1301484	TRIDENT

OP \$390.00 1741137

Registration Number:

1534167

TRI-MITE

CORRESPONDENCE DATA

Fax Number:

8015371799

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

Phone:

(801) 537-1700

Email:

grimshaw@austin-rapp.com

Correspondent Name:

Kyle W. Grimshaw

Address Line 1:

170 South Main Street, Suite 735

Address Line 4:

Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:

3685

NAME OF SUBMITTER:

Kyle W. Grimshaw

Signature:

/Kyle W. Grimshaw/

Date:

01/02/2013

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS is made as of the 28th day of November, 2012, Siemens Industry, Inc., a Delaware corporation, with an address at 3333 Old Milton Parkway, Alpharetta, Georgia 30005 ("Assignor"), to WesTech Engineering, Inc., a corporation of the State of California with an address at 3625 South West Temple, Salt Lake City, Utah 84115 ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of August 20, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor certain Acquired Business Intellectual Property (as defined in the Agreement), including, without limitation, the Trademark Rights (as defined below).

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names listed on Schedule 1 annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Trademark Rights").

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademark Rights, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction around the world, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor further agrees to and hereby sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Trademark Rights, and (ii) to apply in any or all countries of the world for trademark registrations or other governmental grants for the Trademark Rights. Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all trademark registrations which may be granted upon any of the Trademarks Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Acquired Business Intellectual Property and Assignor agrees to execute and deliver, at the Assignee's sole cost and expense, affidavits, statements of use, testimonials, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably necessary to assure that the transfer of the Acquired Business Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, their successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patent Rights shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks Rights as of the date first above written.

ASSIGNOR

SIEMENS INDUSTRY, INC.

By: 
Name: Gary C. Ganzi

Title: Attorney-in-fact for Michael J. Wallace, Jr.
Assistant Secretary, Intellectual Property

Schedule 1

Country	Title	Application No.	Filing Date	Registration No.	Registration Date
US	ADSORPTION CLARIFIER	74/176,124	6/13/1991	1,741,137	12/22/1992
US	AERALATER	72/173,449	7/22/1963	766,702	3/17/1964
US	AERALATER	73/579,360	1/24/1986	1,410,370	9/23/1986
US	AIDA	COMMON LAW			
US	AQUARITROL	73/302,075	3/20/1981	1,190,549	2/23/1982
US	AQUARIUS	72/411,429	12/29/1971	981,603	4/2/1974
Canada	AQUARIUS	353678	5/25/1972	TMA195930	11/30/1973
US	ATOMERATOR	COMMON LAW			
US	CenTROL	72/250,660	7/20/1966	837,937	10/31/1967
China	CenTROL	4 521 173	3/3/2005	4 521 173	11/21/2007
US	CONTRAFAST	78/208,932	1/30/2003	3,046,746	1/17/2006
US	CONTRAFLO	71/621,143	11/13/1951	599,016	12/7/1954
US	ESSD	COMMON LAW			
US	GARD	71/678,861	12/23/1954	626,501	5/8/1956
US	GENERAL FILTER	COMMON LAW			
Mexico	GENERAL FILTER	330210	4/22/1998	586465	8/31/1998
Mexico	GENERAL FILTER	330211	4/22/1998	577735	5/27/1998
US	HI-GARD	COMMON LAW			
US	LASER SHIELD	COMMON LAW			
US	MARD	COMMON LAW			
US	MICROFLOC	COMMON LAW			
United Kingdom	MICROFLOC	972 770	3/24/1971	972 770	3/24/1971
US	MICROFLOC and Design	72/140,150	3/19/1962	751,709	6/25/1963
Australia	MICROFLOC and Design	233573	10/27/1969	233573	10/27/1969
Canada	MICROFLOC and Design	294973	2/10/1966	TMA152434	8/11/1967
US	MULTIBLOCK	76/172,756	11/29/2000	2,691,480	2/25/2003
Canada	MULTIBLOCK	1104047	5/24/2001	TMA607458	4/13/2004
China	MULTIBLOCK	4 521 171	3/3/2005	4 521 171	11/21/2007
US	MULTICELL	72/173,448	7/22/1963	797,204	10/5/1965
US	MULTICRETE	COMMON LAW			
China	MULTICRETE	4 521 172	3/3/2005	4 521 172	11/21/2007
US	MULTI-TECH	COMMON LAW			
US	MULTIWASH	73/179,476	7/24/1978	1,125,173	9/18/1979

Country	Title	Application No.	Filing Date	Registration No.	Registration Date
US	SLUDGE SUCKER	COMMON LAW			
US	SPIRACONE	COMMON LAW			
US	TRICON	COMMON LAW			
US	TRIDENT	73/453,456	11/18/1983	1,301,484	10/23/1984
US	TRI-MITE	73/748,625	8/29/1988	1,534,167	4/11/1989
US	TRIZONE	COMMON LAW			
US	WATER BOY	COMMON LAW			
Canada	WATER BOY	346348	9/20/1971	TMA186003	10/13/1972