

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
Claire Advanced Emission Controls, LLC		04/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ESW CleanTech, Inc.
Street Address:	200 Progress Drive
City:	Montgomeryville
State/Country:	PENNSYLVANIA
Postal Code:	18936
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4139447	VISTA
Registration Number:	2754230	LONGVIEW
Registration Number:	2703172	MLC
Registration Number:	2763445	CLEAIRE ADVANCED EMISSION CONTROLS
Registration Number:	2763442	CLEAIRE ADVANCED EMISSION CONTROLS
Registration Number:	3624074	PHOENIX
Registration Number:	3825589	LONESTAR
Registration Number:	3863595	HORIZON
Registration Number:	3851481	LONGMILE
Registration Number:	3895669	ALLMETAL
Registration Number:	2814167	FLEXBASE
Serial Number:	76412491	BUGTRAP
Serial Number:	76330450	ALLIANCE

CH \$340.00 4139447

CORRESPONDENCE DATA

Fax Number: 6192331158

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

Phone: 6192331155

Email: trademarks@allenmatkins.com

Correspondent Name: Joe M. Davidson, Esq.

Address Line 1: 501 West Broadway

Address Line 2: 15th Floor

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	373037-00001
NAME OF SUBMITTER:	David P. Stapleton, Receiver
Signature:	/David P. Stapleton/
Date:	04/26/2013
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 18, 2013, is by and between David P. Stapleton, solely in his capacity as court-appointed receiver (in such capacity, the "Receiver") for Cleaire Advanced Emission Controls, LLC, a Delaware limited liability company ("Cleaire") (the Receiver, acting on behalf of Cleaire, is herein hereinafter referred to as the "Assignor"), and ESW CleanTech, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Receiver is advised that Cleaire is or may be the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Cleaire or Receiver had this sale, assignment, transfer and conveyance not been made.

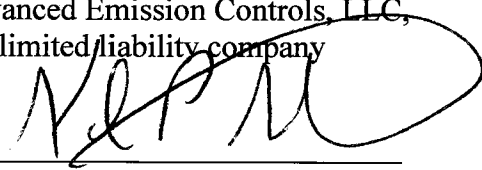
Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic pdf signature pages provided that by doing so Assignor and Assignee agree to provide original signatures thereafter as reasonable in the circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR

DAVID P. STAPLETON, solely in his capacity as court-appointed Receiver for Cleaire Advanced Emission Controls, LLC, a Delaware limited liability company

By: 
David P. Stapleton

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On April 17, 2013, before me, Angelica Huang Duong, Notary Public (insert name of notary), Notary Public, personally appeared David Patrick Stapleton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



ASSIGNEE

ESW CleanTech, Inc.,
a Delaware corporation

By: _____

By: _____

Name: Mark Yung

Title: CEO

ACKNOWLEDGMENT

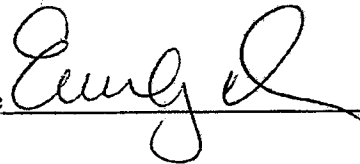
Pennsylvania
State of ~~California~~)
County of Montgomery)

On April 18, 2013, before me, Emily Davis
(insert name of notary)

Notary Public, personally appeared Mark Yung,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

NOTARIAL SEAL
EMILY DAVIS
Notary Public
LANSDALE BOROUGH, MONTGOMERY COUNTY
My Commission Expires May 28, 2014

Exhibit 1
Trademarks

<u>Mark</u>	<u>Serial #</u>	<u>Filing Date</u>	<u>Registration #</u>	<u>Registration Date</u>
VISTA	77786865	07/22/2009	4139447	05/02/2012
LONGVIEW	76390660	04/02/2002	2754230	08/19/2003
MLC	76330589	10/26/2001	2703172	04/01/2003
CLEAIRE ADVANCED SOLUTION CONTROLS	76352519	12/21/2001	2763445	09/16/2003
CLEAIRE ADVANCED EMISSION CONTROLS	76351633	12/21/2001	2763442	09/16/2003
PHOENIX	77386901	02/01/2008	3624074	05/19/2009
LONESTAR	77386919	02/01/2008	3825589	07/27/2010
HORIZON	77954103	03/09/2010	3863595	10/19/2010
LONGMILE	77841313	10/05/2009	3851481	09/21/2010
ALLMETAL	77786861	07/22/2009	3895669	12/21/2010
FLEXBASE	78140913	_____	2814167	_____
BUGTRAP	76412491	_____	_____	_____
ALLIANCE	76330450	_____	_____	_____