

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
MEDIVATORS Inc.		06/11/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	AquaFinn LLC		
Street Address:	2255 Seaquest Trail		
City:	Escondido		
State/Country:	CALIFORNIA		
Postal Code:	92029		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3609515	MINNFINN	
CORRESPONDENCE DATA			
Fax Number:	7635512653		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	763-551-3300		
Email:	jseethaler@medivators.com		
Correspondent Name:	Trademark Manager		
Address Line 1:	14605 28th Avenue North		
Address Line 4:	Minneapolis, MINNESOTA 55447		
ATTORNEY DOCKET NUMBER:	MINNFINN ASSIGNMENT		
NAME OF SUBMITTER:	Jordan Seethaler		
Signature:	/Jordan Seethaler/		
Date:	06/20/2013		

OP \$40.00 3609515

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

June 11

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of ~~February~~, 2013 (the "Effective Date"), is made by and between AquaSolver LLC, a California limited liability company with a principal place of business at 2255 Sequest Trail, Escondido, CA 92029 and its wholly owned subsidiary AquaFinn LLC (collectively, the "Buyer"), and MEDIVATORS INC. (f/k/a/ Minntech Corporation), a Minnesota corporation with a principal place of business at 14605, 26th Ave, Minneapolis, MN 55447 ("Seller").

WHEREAS, Seller owns the registered trademark MINNFINN®, the trademark MINNFINN® MAX (collectively, the "Marks") and the artwork and designs plus words ("Designs") as identified more fully on the attached Exhibit A (the Marks and the Designs are sometimes collectively referred to as the "Assets"); and

WHEREAS, Seller and Buyer have terminated their Supply Agreement dated as of April 15, 2009 ("Supply Agreement"), effective December 31, 2012, as a result of which Seller shall no longer supply Buyer with Seller's proprietary pond treatment solutions that Buyer has sold under the Marks and Designs ("Products"); and

WHEREAS, Buyer wishes to source new pond treatment solutions from other manufacturers ("New Products") and to sell such new products under the Marks and utilizing the Designs, and Seller has agreed to sell, transfer and assign to Buyer all of its rights, title and interest in and to the Marks, the Designs and any goodwill represented thereby, and Buyer wishes to obtain such ownership rights, on the terms and subject to the conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Sale and Assignment.

1.1 Seller hereby sells, assigns, transfers and sets over to Buyer its entire right, title and interest in and to the Marks including, without limitation, the goodwill represented thereby, the Designs as specifically set forth in the attached Exhibit A, and all causes of action of Seller and its affiliates related to or arising therefrom (whether arising before or after the Effective Date).

1.2 On or prior to the Effective Date, Seller will have delivered to Buyer an original executed instrument of assignment for recordation with the U.S. Patent and Trademark Office.

1.3 The sale and assignment hereunder license hereunder does not include or carry any right or license to Buyer, express or implied, in or to any of the Products or other products of Seller or any mark, trade name, logo or service mark or any other intellectual property of Seller or any stylized version or modification of the Assets, other than the exact design plus words that comprise the Marks and Designs as specifically identified in Exhibit A, nor is Seller permitted under this Agreement to use any data, information, specifications, instructions or other information pertaining to the Products, its use, ingredients or application from and after the effective date of termination of the Supply Agreement. All goodwill symbolized by or connected with the Products will remain with and inure solely to the benefit of Seller. All goodwill symbolized by or connected with the Marks will inure solely to the benefit of Buyer from and after the Effective Date.

2. Payment. In full consideration of the sale and assignment by Seller to Buyer of the Assets, Buyer will pay to Seller the sum of US\$100.00, payable within five days of the Effective Date.

3. Confidentiality. Seller and Buyer each agree not to disclose publicly or to any third party, and to keep in strictest confidence, all (i) the terms of this Agreement and (ii) information identified by a party as being secret or confidential.

4. **Representations and Warranties.** The parties represent and warrant to the other as follows: (i) Seller is the sole legal and beneficial owner of all of the right, title and interest in and to the Assets; (ii) each party has full power and authority and has taken all action necessary to enter into, execute and deliver this Agreement and effect the assignment and sale contemplated hereby; (iii) each party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (iv) the execution and performance by each party of this Agreement and all documents executed and delivered or required to be executed and delivered by it hereunder does not and will not violate any law or regulation of the jurisdiction of its incorporation or organization or any other law or regulation applicable to it, any provision of its organizational documents, any order or judgment of any court or government authority applicable to it; (v) this Agreement has been duly executed and delivered by each party and constitutes the legal, valid and binding obligation of each party, enforceable in accordance with its terms; (vi) Seller has not entered into any agreement or assignment inconsistent with the assignment and other provisions in this Agreement; (vii) neither Seller nor Buyer has received any notice of any suit, action, claim or proceeding (collectively, "Litigation") involving the Assets or the Products, nor is any Litigation currently pending with respect to any Asset or Product.

5. **Covenants.**

5.1 From and after the Effective Date, Buyer will indicate Buyer's ownership of the Marks on all its printed and electronic materials, advertising and promotional literature, New Product labels, websites and all other documents referring to the Marks or the Designs.

5.2 From and after the Effective Date, Buyer will cease using any of the Assets with or in connection with any of the Products and will not do or cause to be done or omit to do anything, the doing, causing or omitting of which would in any way cause confusion about the Assets no longer being used with or representing the Products or which would impair or tend to impair the rights of Seller in such Products. Buyer will edit, modify or delete any data, information, specifications, instructions or other information pertaining to the Products, its use, ingredients or application from any and all of its printed and electronic materials, advertising and promotional literature, New Product labels, websites and all other documents referring or using the Marks or the Designs.

5.3 Buyer acknowledges Seller's right, title and interests in and to the Products and acknowledges that nothing in this Agreement will confer upon it or create any rights, title or interest for it to such Products or the goodwill symbolized thereby.

5.4 Buyer will not at anytime from and after the Effective Date include Seller's name in any written materials, web sites, New Product labels, marketing or advertising brochures, contracts, proposals, applications or otherwise, or in any way represent or imply that Seller has endorsed any of Buyer's New Products.

6. **Indemnity.**

6.1 Buyer shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, employees, agents and representatives ("Seller Indemnitees") harmless from and against all costs, claims, demands, losses, expenses and liabilities of any nature whatsoever (including reasonable attorneys fees) (collectively, the "Losses") incurred or suffered by such Seller Indemnitees arising out of, or in connection with: (a) any false representation or warranty made in this Agreement by Buyer; (b) material noncompliance with or material breach by Buyer of this Agreement; (c) any and all liabilities and obligations of Buyer relative to the Assets from and after the Effective Date including, without limitation, the sale, promotion, advertisement, distribution or commercialization of New Products; (d) any claim for payment of fees and/or expenses in respect of the maintenance of any Marks from and after the Effective Date; and (e) Buyer's unauthorized use of, or failure to cease using or referring to, any data, information, specifications, instructions or other information pertaining to the Products, its use, ingredients or application from and after the effective date of termination of the Supply Agreement.

6.2 Seller shall defend, indemnify and hold Buyer, its affiliates and their respective officer, directors, employees, agents and representatives ("Buyer Indemnitees") harmless from and against all Losses incurred or suffered by Buyer arising out of a third party claim, demand or cost of action ("Claim") to the extent such Claim is based upon or arises out of: (a) any false representation or warranty made under this Agreement by Seller; (b) Seller's material breach of this Agreement; (c) Seller's use or ownership of the Assets prior to the Effective Date, unless such Claim arises as a direct result of a Loss for which Seller is entitled to under Section 6.1.

6.3 The indemnification hereunder shall be contingent upon the indemnified party providing the indemnifying party with prompt notice of any Loss or Claim for which indemnification is sought and reasonable cooperation and assistance.

7. Miscellaneous.

7.1 Governing Law. This Agreement, and any dispute relating hereto, will be governed by the laws of the State of Minnesota, without regard to conflict of law principles.

7.2 Independent Contractor. The relationship of Seller and Buyer under this Agreement is that of seller and buyer. The provisions of this Agreement may not be construed to create between the parties the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is denied by Seller and Buyer. Neither party is liable in any way for any engagement, obligation, liability, contract, representation or warranty of the other party to or with any third party. Neither party has any right or authority to assume or create any obligations, express or implied, on behalf or in the name of the other party.

7.3 Binding Effect. This Agreement is binding upon and inures to the benefit of the heirs, successors and assigns of the parties hereto.

7.4 Severability. If any provision of this Agreement is held to be invalid, illegal, unenforceable or void, it will be without effect on the validity, legality and enforceability of the remaining provisions of this Agreement. Both parties will endeavor to replace the invalid, illegal, unenforceable or void provision with a valid and enforceable one that in its equitable effect is most consistent with the prior provision

7.5 Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The section headings and numbering are for convenience only and cannot have any effect on the interpretation or construction of this Agreement.

7.6 Notices. Any notice required or permitted under this Agreement will be sufficiently provided and effectively made if sent by facsimile and either hand-delivered or sent by overnight express courier (e.g. Federal Express) and addressed to the receiving party at its respective address as provided on the first page of this Agreement, or such other address of which the receiving party has given notice pursuant to this paragraph. The effective date of the notice is the date of receipt of the hand or courier delivery.

7.7 Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it constitutes the complete and exclusive understanding between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties regarding the subject matter of this Agreement.


7.8 Waiver; Amendment. No amendment, variation, modification or waiver of any breach of any provision of this Agreement will be binding unless set forth in a writing specifically referencing this Agreement, and signed by an authorized officer of the party to be bound. No waiver of any breach of any provision of this Agreement

will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement.


7.9 Construction. Each party acknowledges that (i) its counsel reviewed the terms of this Agreement, (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement, and (iii) the terms of this Agreement are to be construed fairly as to both parties and not in favor or against either party, regardless of which party was generally responsible for the preparation of this Agreement.

IN WITNESS THEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

AQUASOLVER LLC

By: 
Name: Paul Curtis
Title: Owner

MEDIVATORS INC

By: 
Name: Kevin Finkle
Title: Senior Vice-President

AQUAFINN LLC


By: 
Name: Paul Curtis
Title: Owner

Exhibit A

The Marks:

MINNFINNO: U.S. Trademark Registration No. 3609515, Registration Date: April 21, 2009
MINNFINNO Max

The Designs:

See attached