

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aeration Industries International, LLC		08/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ExMarq Capital Partners, Inc.
Street Address:	5850 Opus Parkway
Internal Address:	Suite 240
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1128167	AIRE-O2
Registration Number:	2250712	AIRE-O2 TURBO
Registration Number:	2109390	UNISYSTEM
Registration Number:	1417427	AIRE-O2
Registration Number:	1114396	A
Registration Number:	2527750	ACT
Registration Number:	2286008	AIRE-O2 TRITON
Registration Number:	2903592	AIRE-O2 POLARIS
Registration Number:	2955262	TRI-OVAL
Registration Number:	3756243	AIRE-O2 BIO-FFILM
Registration Number:	3901018	ARGOS SBR

CORRESPONDENCE DATA

Fax Number:

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

Email: trademark@winthrop.com

Correspondent Name: David E. Moran

Address Line 1: 225 South Sixth Street

Address Line 2: Capella Tower, Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	17769.1
NAME OF SUBMITTER:	Michael T. Olsen
Signature:	/mto/
Date:	09/09/2013

**Total Attachments: 12**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is entered into as of August 12, 2013, by and between AERATION INDUSTRIES INTERNATIONAL, LLC, a Delaware limited liability company (the "Debtor"), and EXMARQ CAPITAL PARTNERS, INC., a Minnesota corporation, ("Secured Party") pursuant to the Loan Agreement dated August 12, 2013, between the Debtor and the Secured Party (as the same may be amended, supplemented or otherwise modified, or replaced or refinanced, from time to time, the "Loan Agreement").

Whereas, the execution and delivery of this Agreement is a condition to the Banks extending credit to Debtor;

Now, therefore, Debtor agrees with Secured Party as follows:

1. Definitions. All terms defined in the Loan Agreement that are not otherwise defined herein shall have the meanings stated in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Loan Agreement, the Notes and/or any other Loan Document which the Debtor may now or at any time hereafter owe to the Secured Party and the Banks, including without limitation the "Obligations" as such term is defined in the Loan Agreement, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

"Trademarks" means all of the Debtor's right, title and interest in and to registered trademarks, service marks, collective membership marks, and all applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Party a security interest, with power of sale to the extent permitted by law, (the "Security Interest") in the Patents and in the Trademarks to secure payment and performance of the Obligations. As set forth in greater detail in the Security Agreement, the Security Interest in

the Trademarks is coupled with a security interest in substantially all of the assets (without regard to real property) of the Debtor.

3. Representations, Warranties and Agreements. Debtor hereby represents, warrants and agrees as follows:

(a) The Debtor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's Board of Managers or other governing body, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or limited liability company agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Debtor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Debtor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except as set forth in Exhibit C, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. Except as set forth in Exhibit C, the Debtor (i) will have, at the time the Debtor acquires ownership in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) except for licenses entered into hereafter in the ordinary course of business for fair consideration and which do not cause material harm to the Secured Party as holder of the Notes, will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent, except (i) as permitted in Section 3(d)(ii) above, and (ii) sale or disposition of Patents or Trademarks that provide no material continuing benefit to Debtor.

The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party, which would cause material harm to the Secured Party.

(f) The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark (except for those that provide no material continuing benefit to Debtor), nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of the Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable.

(g) If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(h) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all monies expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(i) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Debtor's-Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making,

using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly (including any applicable grace period) to observe or perform any covenant or agreement herein binding on it and such breach or default is not cured (if capable of cure) within 20 days of the date such breach or default occurs; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks in each case in accordance with the provisions of the UCC.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and Secured Party's rights under this Agreement or under applicable law may be enforced by Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Debtor, without any need to bring any enforcement action against the other parties who are encompassed within the term Debtor. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

Except as required by the UCC, the Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor

waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Consent to Jurisdiction. AT THE OPTION OF THE SECURED PARTY, THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR MINNESOTA STATE COURT SITTING IN MINNEAPOLIS OR ST. PAUL, MINNESOTA; AND EACH PARTY HERETO CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT ANY PARTY COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, SECURED PARTY AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

9. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

10. This Agreement and the Secured Party's rights hereunder are subject to the terms and conditions of that certain Subordination Agreement of even date herewith by and between BMO Harris Bank, N.A. and the Secured Party, and acknowledged by the Debtor.

*[The signature page follows.]*

In Witness Whereof, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

AERATION INDUSTRIES  
INTERNATIONAL, LLC

By: [Signature]  
Name: Todd M. Schroeder  
Its: C.F.O.

EXMARQ CAPITAL PARTNERS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Minnesota  
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2013, by Todd M. Schroeder, the C.F.O. of Aeration Industries International, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public **MARLENE A. MILLER**  
Notary Public  
Minnesota  
My Commission Expires January 31, 2015

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of August, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of ExMarq Capital Partners, Inc., a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public





**EXHIBIT A  
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

U.S. & FOREIGN REGISTERED PATENTS

<u>Description or Title</u>	<u>Patent or Application No.</u>	<u>Country</u>	<u>Date of Issue</u>
Turbo Aerator	5,707,562	USA	1/13/98
Turbo Aerator	1123261	EPO	Inactive
Method of Treating Wastewater	5,744,072	USA	4/28/98
Air Assist Aerator/Mixer	PI 9709049-2 <sup>1</sup> 1122261 FR 0907404 1122291 ES 0907404 GB 0907404 3730665 209664	Brazil EPO France Germany Spain U.K. Japan Mexico	Inactive      10/14/05 8/13/02
Aerator	7,172,177 CN 20040057519X <sup>2</sup>	USA China	2/06/07
Aerator Float Design	D401,547	USA	11/24/98
Wastewater Treatment System	7,465,394	USA	12/16/08
Wastewater Treatment System	1128111	PCT	Inactive
Wastewater treatment system	7,678,274	USA	3/16/2010
Wastewater treatment system	7,892,433	USA	2/22/2011
Wastewater treatment system	8,110,108	USA	2/7/2012
Wastewater treatment system	8,236,174	USA	8/7/2012

<sup>1</sup> This Patent is currently held by Aeration Industries International, Inc., but is in the process of being transferred to the Company.

<sup>2</sup> This Patent is currently held by Aeration Industries International, Inc., but is in the process of being transferred to the Company.

**EXHIBIT B  
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

U.S. & FOREIGN REGISTERED TRADEMARKS

<b>Country</b>	<b>Registration No.</b>	<b>Mark</b>
US	1,128,167	AIRE-O <sub>2</sub>
Argentina	2,200,738	AIRE-O <sub>2</sub>
Australia	A 479205	AIRE-O <sub>2</sub>
Benelux	461086	AIRE-O <sub>2</sub>
Brazil	814603750	AIRE-O <sub>2</sub>
Canada	TMA 370,277	AIRE-O <sub>2</sub>
China	349698	AIRE-O <sub>2</sub>
Colombia	146958	AIRE-O <sub>2</sub>
Denmark	1990 07019	AIRE-O <sub>2</sub>
Egypt <sup>3</sup>	72 189	AIRE-O <sub>2</sub>
Ecuador	1453	AIRE-O <sub>2</sub>
Finland	118,596	AIRE-O <sub>2</sub>
France <sup>4</sup>	1,462,863	AIRE-O <sub>2</sub>
Germany	1,128,964	AIRE-O <sub>2</sub>
Indonesia	536291	AIRE-O <sub>2</sub>
Israel	68745	AIRE-O <sub>2</sub>
Italy	826,186	AIRE-O <sub>2</sub>
Japan	2,252,329	AIRE-O <sub>2</sub>
Japan	2,720,872	AIRE-O <sub>2</sub> (characters)
Malaysia <sup>5</sup>	84B02149	AIRE-O <sub>2</sub>
Mexico	484,742	AIRE-O <sub>2</sub>
Panama	54261	AIRE-O <sub>2</sub>
Peru	087917	AIRE-O <sub>2</sub>
Philippines	37183	AIRE-O <sub>2</sub>
Portugal	258,061	AIRE-O <sub>2</sub>
Korea	104171	AIRE-O <sub>2</sub>
Singapore	T88/00873B	AIRE-O <sub>2</sub>
Spain <sup>6</sup>	1.527.592	AIRE-O <sub>2</sub>
Sweden	226,144	AIRE-O <sub>2</sub>
Thailand	Kor73703	AIRE-O <sub>2</sub>
U.K.	1332836	AIRE-O <sub>2</sub>
Hong Kong	B2314/1992	AIRE-O <sub>2</sub>

<sup>3</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<sup>4</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<sup>5</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<sup>6</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<b>Country</b>	<b>Registration No.</b>	<b>Mark</b>
Turkey	117130	AIRE-O <sub>2</sub>
USA	2,250,712	AIRE-O <sub>2</sub> TURBO & Design
ECU	395,509	AIRE-O <sub>2</sub> TURBO & Design
USA	2,109,390	UNISYSTEM
USA	1,417,427	A & Design
USA	1,114,396	A & Design
Australia	509680	A & Design
Benelux	0671113	A & Design
Brazil	826311288	A & Design
Egypt <sup>7</sup>	72,870	A & Design
France <sup>8</sup>	1,463,729	A & Design
Italy	839,459	A & Design
Malaysia <sup>9</sup>	84002148	A & Design
Philippines	38,029	A & Design
Korea	104170	A & Design
UK	1340729	A & Design
USA	2,527,750	ACT
USA	2,286,008	AIRE-O <sub>2</sub> TRITON
Canada	TMA514,187	AIRE-O <sub>2</sub> TRITON
Mexico	614727	AIRE-O <sub>2</sub> TRITON
Europe (Community)	000653824	AIRE-O <sub>2</sub> TRITON
USA	2,903,592	AIRE-O <sub>2</sub> POLARIS
USA	2,955,262	TRI-OVAL
China	3071892	TRI-OVAL
ECU	002544559	TRI-OVAL
Mexico	787845	TRI-OVAL
USA	3,756,243	AIRE-O <sub>2</sub> BIO-FFILM
Canada	776,020	AIRE-O <sub>2</sub> BIO-FFILM
China	5,930,438	AIRE-O <sub>2</sub> BIO-FFILM
Mexico	1001875	AIRE-O <sub>2</sub> BIO-FFILM
USA	3,901,018	ARGOS SBR

## TRADENAMES

New Jersey: Aeration Industries International, LLC d/b/a Aeration Industries International – NJ, LLC

<sup>7</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<sup>8</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

<sup>9</sup> This Mark is currently held by Aeration Industries International, Inc. and will be transferred into the name of the Company upon its next renewal.

REGISTERED DOMAIN NAMES

1. Aireo2.com
2. Aire02.com
3. Aerationindustries.com
4. Bio-ffilm.com

**EXHIBIT C  
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

LICENSES AND ROYALTY AGREEMENTS.

NONE.

SECURITY INTERESTS, LIENS AND ENCUMBRANCES

Senior security interest of BMO Harris Bank, N.A.

OTHER INTERESTS

NONE.