900267830 10/02/2013

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	
ICC Technologies LLC		109/27/2013	LIMITED LIABILITY COMPANY: NEW JERSEY	

RECEIVING PARTY DATA

Name:	EZFlow, L.P.
Street Address:	4 Business Park Road
Internal Address:	P.O. Box 768
City:	Old Saybrook
State/Country:	CONNECTICUT
Postal Code:	06475
Entity Type:	LIMITED PARTNERSHIP: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3618285	FLOWTECH

CORRESPONDENCE DATA

Fax Number: 6508134848

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

via US Mail.

Phone: 6508134800

Email: patents@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2440 W. El Camino Real

Address Line 2: Suite 700

Address Line 4: Mountain View, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	376432-128595
NAME OF SUBMITTER:	Charles Lee

TRADEMARK REEL: 005124 FRAME: 0912 00 07\$ H

Signature:	/Charles Lee/		
Date:	10/02/2013		
Total Attachments: 4 source=Trademark Assignment (Executed)#page1.tif source=Trademark Assignment (Executed)#page2.tif source=Trademark Assignment (Executed)#page3.tif source=Trademark Assignment (Executed)#page4.tif			

TRADEMARK
REEL: 005124 FRAME: 0913

RECORDABLE ASSIGNMENT OF TRADEMARKS

This RECORDABLE ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is made as of September 27, 2013 (the "<u>Effective Date</u>") by and among ICC Technologies LLC, a New Jersey limited liability company ("<u>ICC</u>" or "<u>Assignor</u>"), and EZFlow, L.P., a Tennessee limited partnership ("<u>Assignee</u>").

WHEREAS, the Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>APA</u>"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation those registered trademarks listed on Table 1 hereto and made part hereof (the "<u>Assigned Marks</u>"); and

WHEREAS, Assignor wishes to effectuate the assignment of the Assigned Marks to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- 1. Assignor does hereby irrevocably sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to the Assigned Marks. Such assignment includes, without limitation, all registrations and applications for the foregoing, all common law rights in the foregoing, the goodwill of the business connected with the use of and symbolized by the foregoing, all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, and further including all income, royalties and any other payment now and hereafter due and/or payable to Assignee, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.
- 2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
- 3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page to follow on next page]

18567893.3.BUSINESS

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

"ASSIGNEE":	EEFLOW, L.P.
	By: EZFLOW GP, LLC, its general partner By: Name: Roy E Moore, Jr. Title: President
"ASSIGNOR":	ICC TECHNOLOGIES LLC
	By: Name: Title:

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

"ASSIGNEE":	EZFLOW, L.P.
	By: EZFLOW GP, LLC, its general partner
	By: Name: Title:
"ASSIGNOR":	ICC TECHNOLOGIES LLC

Name: Harry Bussey, Ir.
Title: Authorized Signatory

Table 1

ASSIGNED MARKS

TM Name	Source	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
FLOWTECH	USPTO	App 77412252	App 04-MAR- 2008	Reg 3618285	Reg 12- MAY- 2009		ICC TECHNOLOGIES INC.

RECORDED: 10/02/2013

TRADEMARK REEL: 005124 FRAME: 0917