

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGF Environmental Group, Inc.		11/19/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	EcoQuest Manufacturing, Inc.
Street Address:	310 T Elmer Cox Drive
City:	Greeneville
State/Country:	TENNESSEE
Postal Code:	37743
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78473834	UVX
Serial Number:	78339543	RCI RADIANT CATALYTIC IONIZER

CORRESPONDENCE DATA	
Fax Number:	(404)365-9532
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-233-7000
Email:	trademark@mmmlaw.com
Correspondent Name:	Morris, Manning & Martin, LLP
Address Line 1:	3343 Peachtree Road NE, Suite 1600
Address Line 4:	Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	12549-45483
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NAME OF SUBMITTER:	Dana A. Schwind
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Total Attachments: 2
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OP \$65.00 78473834

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the date stated below by RGF Environmental Group, Inc., a Florida corporation ("Assignor") and EcoQuest Manufacturing, Inc., a Tennessee corporation ("Assignee").

WHEREAS, the Assignor is the owner of all rights in and to the following trademark, the application therefor, and the goodwill of the business symbolized by said trademark:

U.S. Trademark Registration Application No.
78/339,543

RCI™ Radiant Catalytic Ionizer

and,

WHEREAS, the Assignor is the owner of all rights in and to the following trademark for which an intent-to-use application therefore has been filed (the "ITU Application"), the business associated with such trademark, and, to the extent the same exists, the goodwill of the business symbolized by said trademark:

U.S. Trademark Registration Application No. 78/473,834

UVX™

and,

WHEREAS, on or about July 1, 2004, Assignor sold to Assignee certain assets of Assignor corresponding to a business and technology relating to high intensity UV light with a surrounding purifying plasma grid for use in air, water, food, and/or laundry purification (the "Business"); and

WHEREAS, the Assignor desires to transfer and assign the above-mentioned trademarks, the trademark applications and registrations therefor, and the goodwill of the business symbolized by said trademarks to Assignee; and

WHEREAS, the Assignor warrants and covenants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed by the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, its successors and assigns, (a) to the extent that such marks have been used in commerce and/or have common law rights or goodwill, all of its right, title and interest in and to the above-mentioned trademarks, the above-mentioned trademark applications and registrations, and the goodwill of the business symbolized by said trademarks, and (b) the mark represented by the ITU Application, the ITU Application, and the Business, to Assignee as successor to the Business of the Assignor, or portion thereof, to which the mark in the ITU Application pertains, and (c) the right to sue, either at law or in equity, and recover

damages for past and future infringements of either of said trademarks. Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of said property that are reasonably requested by Assignee from time to time.

IN WITNESS WHEREOF, the Assignor has caused this document to be executed as of the date stated below.

Dated: NOV. 19, 2004
~~July 1, 2004~~

Ronald G. Fink

STATE OF Florida)
COUNTY OF Palm Beach) SS:

On this 19th day of November, 2004, before me personally appeared Ronald G. Fink known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument as a voluntary act on behalf of the identified entity with authority to do so.

Louise C. Melillo

Notary Public

My Commission Expires:

