

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
PNEUMATECH, INC.		10/31/2005	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	PNEUMATECH ACQUISITION, INC.		
Street Address:	34 Maple Avenue		
City:	Pine Brook		
State/Country:	NEW JERSEY		
Postal Code:	07058		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1968542	INTERMEDIATE CONTROL (I/C)	
Registration Number:	1707985	PNEUMATECH	
Serial Number:	74302013	INTERMEDIATE CONTROL (I/C)	
Serial Number:	78678144	NITRORIDE	
CORRESPONDENCE DATA			
Fax Number:	(973)491-3490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9734913326		
Email:	blp@stjohnlaw.com		
Correspondent Name:	Brian L. Petrequin, Esq.		
Address Line 1:	Two Penn Plaza East, 10th Floor		
Address Line 4:	Newark, NEW JERSEY 07105		
ATTORNEY DOCKET NUMBER:	07865.0002		
NAME OF SUBMITTER:	Brian L. Petrequin, Esq.		

CH \$115.00 1968542

Signature:

/Brian L. Petrequin, Esq./

Date:

11/04/2005

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made effective as of the 31st day of October, 2005 by and between PNEUMATECH, INC., a Wisconsin corporation, having a principal place of business at 4909 70th Avenue, Kenosha, Wisconsin 53144-1755 ("Assignor"), and 4909 70th Avenue, Kenosha, Wisconsin 53144-1755 Pneumatech Acquisition, Inc., a Delaware corporation with a principal place of business located at 4 Maple Avenue, Pine Brook, New Jersey 07058 ("Assignee"). Capitalized terms used herein and not otherwise defined in this Assignment of Trademarks shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted and used in its business the trademarks and trade names, if any, identified in the Asset Purchase Agreement by and among Assignee, Assignor, the Subsidiaries and the Selling Shareholders dated as of October 11, 2005 (the "Purchase Agreement") and listed on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Assignee is purchasing the Trademarks from Assignor pursuant to the Purchase Agreement,

NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[Signatures appear on next page]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

PNEUMATECH, INC.,
a Wisconsin corporation

By: 

Name: A. Raymond Rossi

Title: President

[Signature Page to Assignment of Trademarks—Pneumatech, Inc.]

STATE OF WISCONSIN)
) SS:
COUNTY OF Milwaukee)

On this 21st day of October, 2005, personally came before me A. Raymond Rossi, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the President of PNEUMATECH, INC., a Wisconsin corporation; and

(b) This document was signed and delivered by PNEUMATECH, INC., a Wisconsin corporation as its voluntary act and deed by virtue of authority from its directors.

Juan Ungeu
Notary Public
State of Wisconsin
My commission expires: 12/23/07

[Notary Page to Assignment of Trademarks—Pneumatech, Inc.]

Schedule A

Any and all U.S. and foreign pending, registered, unregistered, cancelled, and abandoned trademarks/service marks owned by Pneumatech, Inc. and its predecessors in interest, including, but not limited to, the following:

<u>NAME/TITLE</u>	<u>JURISDICTION AND REGISTRATION NO. OR APPLICATION NO.</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>
INTERMEDIATE CONTROL (I/C)	U.S. Reg. No. 1,968,542	Registered 4/16/96
PNEUMATECH	U.S. Reg. No. 1,707,985	Registered 8/18/92
INTERMEDIATE CONTROL (I/C)	U.S. Serial No. 74/302,013	Abandoned
NITRORIDE	U.S. Serial No. 78/678,144	Filed 7/26/05
PNEUMATIC TECHNOLOGY CONSULTANTS	State of Wisconsin trade name	Registered 2/06/86
PNEUMATECH	Canada Reg. No. 446,832	Registered 8/25/95
PNEUMATECH	China Reg. No. 1131534	Registered 11/28/97
PNEUMATECH	Indonesia Reg. No. 373093	Abandoned
PNEUMATECH	Japan Reg. No. 4166019	Registered 7/10/98
PNEUMATECH	Japan Reg. No. 4,31,961	Registered 9/10/99
PNEUMATECH	Korea (Republic of) Reg. No. 217,823	Registered 7/30/91
CONSERVAIR	Korea (Republic of) Serial No. 92-12119	Abandoned
PNEUMATECH	Malaysia Serial No. 95-07068	Filed 7/17/95 and pending
PNEUMATECH	Singapore Reg. No. T95/057061	Registered 6/23/95