

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                         |                       |
|----------------------------------|--|-------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                         |                       |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                         |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                         |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>   | <b>Entity Type</b>    |
| FISHER-KLOSTERMAN, INC.          |  | 03/01/2008              | CORPORATION: KENTUCKY |
| <b>RECEIVING PARTY DATA</b>      |  |                         |                       |
| <b>Name:</b>                     | FKI ACQUISITION CORP.  |                         |                       |
| <b>Street Address:</b>           | 3130 FORRER STREET   |                         |                       |
| <b>City:</b>                     | CINCINNATI   |                         |                       |
| <b>State/Country:</b>            | OHIO   |                         |                       |
| <b>Postal Code:</b>              | 45209  |                         |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                         |                       |
| <b>PROPERTY NUMBERS Total: 6</b> |  |                         |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>        |                       |
| Registration Number:             | 1659563  | FISHER-KLOSTERMAN, INC. |                       |
| Registration Number:             | 1659178  | FISHER-KLOSTERMAN, INC. |                       |
| Registration Number:             | 1660636  | FK                      |                       |
| Registration Number:             | 1661212  | FK                      |                       |
| Registration Number:             | 2648461  | BUELL                   |                       |
| Registration Number:             | 2689237  | BUELL                   |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                         |                       |
| <b>Fax Number:</b>               | (513)381-0205  |                         |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                         |                       |
| <b>Phone:</b>                    | 513-381-2838   |                         |                       |
| <b>Email:</b>                    | bayliss@taftlaw.com  |                         |                       |
| <b>Correspondent Name:</b>       | LINDA D. BAYLISS   |                         |                       |
| <b>Address Line 1:</b>           | 425 WALNUT STREET  |                         |                       |
| <b>Address Line 2:</b>           | SUITE 1800   |                         |                       |
| <b>Address Line 4:</b>           | CINCINNATI, OHIO 45202   |                         |                       |

**CH \$165.00 1659563**

|  |                               |
|--|-------------------------------|
| NAME OF SUBMITTER:   | Linda D. Bayliss              |
| Signature:   | /Linda D. Bayliss, paralegal/ |
| Date:  | 04/03/2008                    |
| Total Attachments: 6<br>source=W1241551#page1.tif<br>source=W1241551#page2.tif<br>source=W1241551#page3.tif<br>source=W1241551#page4.tif<br>source=W1241551#page5.tif<br>source=W1241551#page6.tif |                               |

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into as of March 1, 2008, by and between Fisher-Klosterman, Inc., a Kentucky corporation ("*Assignor*"), and FKI Acquisition Corp., a Delaware corporation ("*Assignee*") pursuant to the terms of that certain Asset Purchase Agreement ("*Purchase Agreement*"), dated as of date hereof, by and among Assignor, the shareholders of Assignor, Assignee and CECO Environmental Corp.

### RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign certain trademarks to Assignee.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the Assignor and Assignee, the Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

2. Transfer of Assigned Marks.

(a) Assignor, for no consideration other than as set forth in the Purchase Agreement, hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the domestic and foreign trademarks and service marks, whether registered or unregistered, listed in the annexed Exhibit A (the "*Assigned Marks*"), together with all applications to register the Assigned Marks, and registrations of the Assigned Marks, as listed in Exhibit A, and all renewals and extensions of any of the foregoing and the goodwill of all business connected with the use of and symbolized by the Assigned Marks and all licenses related to any of the foregoing, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world for the goods and services covered by the assigned applications and registrations and for any other goods and services for which the Assigned Marks are presently used, with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used.

(b) Assignor covenants not to use or display the Assigned Marks anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof for the goods and services covered by the assigned applications and registrations, any applicable registrations

thereof for any other goods and services for which the Assigned Marks are presently used or the ownership of the Assigned Marks by Assignee.

(c) Assignor authorizes and requests the United States Patent and Trademark Office and any similar foreign or domestic government authority to transfer to Assignee, its successors and assigns, recorded ownership of such registrations and/or applications and to issue to Assignee, its successors and assigns, all Certificates of Registration, foreign or domestic arising from the applications.

3. Further Assurances. Assignor shall execute and deliver such further instruments, and take such further actions as may be reasonably necessary to evidence more fully the transfer of ownership of the Assigned Marks to Assignee. Assignor therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks;

(b) To provide testimony (at a mutually agreed upon hourly rate to be paid by Assignee to Assignor) and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks; and

(c) To perform any other acts reasonably requested by Assignee necessary to carry out the intent of this Agreement.

4. Means and Control. To assist with the transfer of ownership of the Assigned Marks to Assignee, including the goodwill of all business connected with the use of and symbolized by the Assigned Marks, Assignor shall furnish Assignee with the files evidencing all proceedings involving the Assigned Marks and with reasonable access, at Assignee's cost and expense, to counsel familiar with such proceedings.

5. No Effect on Purchase Agreement. Nothing contained herein shall be deemed to enlarge, limit, modify or alter any rights, remedies or obligations of any party under the Purchase Agreement. The Purchase Agreement is explicitly incorporated herein by reference. To the extent that any conflict exists between any of the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

6. Binding Effect. This Agreement will be binding upon the Assignor and its permitted successors and assigns and will inure the benefit of Assignee and its permitted successors and assigns.

7. No Rights in Third Parties. This Agreement (including all representations, warranties and covenants contained herein) is solely for the benefit of the parties hereto and their successors and permitted assigns, and it shall not be construed as conferring any rights, benefit or cause of action in or on behalf of any other persons.

8. Governing Law. This Agreement and its execution, interpretation and performance shall be construed in accordance with and governed by the law of the State of Ohio, without regard to or application of any conflicts of law principles.

9. Amendments; Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Assignee and Assignor. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by written notice to the other party. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of compliance with any representations, warranties, conditions or covenants contained in this Agreement or of any subsequent breach.

10. Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile or email shall be binding to the same extent as an original. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Assignor and Assignee as of the date and year first above written.

FISHER-KLOSTERMAN, INC., a Kentucky corporation

By 

Name: GERALD J. PLAPPER, JR.

Title: CFO, SECRETARY

FKI ACQUISITION CORP., a Delaware corporation

By \_\_\_\_\_  
Dennis W. Blazer, Secretary

*Execution Copy*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Assignor and Assignee as of the date and year first above written.

**FISHER-KLOSTERMAN, INC.**, a Kentucky corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FKI ACQUISITION CORP.**, a Delaware corporation

By  \_\_\_\_\_

Dennis W. Blazer, Secretary

- 4 -

*Signature Page to the Trademark Assignment Agreement*

LOU:brv 854333v.5

**TRADEMARK**  
**REEL: 003751 FRAME: 0679**

Exhibit A

## U.S. AND FOREIGN TRADEMARKS

| Type of IP                                     | Country/Date of Registration   | Registration No. | Latest Renewal/Maintenance  | Renewal/Maintenance Due   |
|--|--------------------------------|------------------|---|---|
| Service Mark<br>FISHER-<br>KLOSTERMAN,<br>INC. | U.S.<br>October 1,<br>1991     | 1,659,178        | Last renewed<br>10/01/2001  | Registered<br>Second renewal due between<br>10/01/2010 and 10/01/2011     |
| Trademark<br>FISHER-<br>KLOSTERMAN,<br>INC.    | U.S.<br>October 8,<br>1991     | 1,659,563        | Last renewed<br>10/08/2001  | Registered<br>Second renewal due between<br>10/08/2010 and 10/08/2011     |
| Trademark<br>FK and Design                     | U.S.<br>October 15,<br>1991    | 1,660,636        | Last renewed<br>10/15/2001  | Registered<br>Second renewal due between<br>10/15/2010 and 10/15/2011     |
| Service Mark<br>FK and Design                  | U.S.<br>October 15,<br>1991    | 1,661,212        | Last renewed<br>10/15/2001  | Registered<br>Second renewal due between<br>10/15/2010 and 10/15/2011     |
| Trademark<br>BUELL                             | U.S.<br>November 12,<br>2002   | 2,648,461        | Sections 8 & 15<br>Affidavit accepted<br>& acknowledged<br>November 20,<br>2007   | Registered<br>Renewal due between 11/12/2011 and<br>11/12/2012            |
| Trademark<br>BUELL and Design                  | U.S.<br>February 18,<br>2003   | 2,689,237        | Sections 8 & 15<br>Affidavit due<br>between<br>02/18/2008 and<br>02/18/2009<br>Sections 8 & 15<br>emailed to Mr.<br>Plappert for his<br>signature | Registered<br>Renewal due between 02/18/2012 and<br>02/18/2013            |
| Trademark<br>BUELL                             | CANADA<br>February 17,<br>1967 | TMA<br>149,243   | Last renewed<br>February 17, 1997   | Status - Registered Next Renewal due<br>between 08/17/2011 and 02/10/2012 |
| Trademark<br>FISHER-<br>KLOSTERMAN,<br>INC.    | CANADA<br>September 6,<br>1991 | TMA<br>388,808   | Last Renewed June<br>20, 2006   | Registered<br>Next Renewal due between 03/06/2021<br>and 09/06/2021       |
| Service Mark<br>FK and Design                  | CANADA<br>October 23,<br>1992  | TM<br>403,850    | Next Renewal due<br>between<br>04/23/2022 and<br>10/23/2022   | Registered<br>Last Renewed June 27, 2007                                  |