

**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>
George E. Wilson		02/15/2008	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eutek Systems, Inc.		
<b>Street Address:</b>	2925 NW Aloclek Dr., Suite 140		
<b>City:</b>	Hillsboro		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97124		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3395975	EUTEK SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)595-5301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(503) 595-5300		
<b>Email:</b>	ptotmdocket@klarquist.com, michael.girard@klarquist.com		
<b>Correspondent Name:</b>	Michael P. Girard		
<b>Address Line 1:</b>	One World Trade Center, Suite 1600		
<b>Address Line 2:</b>	121 S.W. Salmon Street		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	4949-71709-01		
<b>NAME OF SUBMITTER:</b>	Attorney of Record		
<b>Signature:</b>	/Michael P. Girard/		
<b>Date:</b>	04/29/2008		

CH \$40.00 3395975

**Total Attachments: 4**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Assignment of Intellectual Property Rights Agreement ("Agreement") is between **GEORGE E. WILSON** ("Seller") and **EUTEK SYSTEMS, INC.**, a California corporation ("Buyer").

### SECTION 1 INTELLECTUAL PROPERTY RIGHTS

1.1 **Definition.** "Creative Work" means the creative work described on the attached Exhibit "A" and Exhibit "B."

1.2 **Assignment.** Seller assigns to Buyer Seller's entire interest in:

(a) The Creative Work, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work;

(b) Seller's goodwill associated with all trademark rights in the Creative Work; and

(c) Any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Seller may have against or be able to recover from any person, whether known or unknown, resulting from or arising out of the person's infringement of any copyright, patent, or trademark, misappropriation of any trade secret, or violation of any other intellectual or proprietary right of Seller with respect to the Creative Work.

1.3 **Moral Rights.** Seller assigns to Buyer any moral rights that Seller may have in the Creative Work, and waives any right to assert any moral rights in any portion of the Creative Work.

1.4 **Perfection.** At the request and expense of Buyer, Seller will sign such documents and take such actions that Buyer deems reasonably necessary to perfect, protect, and evidence Buyer's rights in the Creative Work.

### SECTION 2 GENERAL

2.1 **Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

2.2 **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

2.3 **Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

2.4 **Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.


2.5 **Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Washington County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Washington County, Oregon.

2.6 **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

2.7 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.


Dated effective: February 15, 2008.

**SELLER**

  
George E. Wilson

**BUYER**

EUTEK SYSTEMS, INC.

By:   
George E. Wilson, its President

**EXHIBIT "A"**

**Patents and Patent Applications**

U.S. Patent No. 6,881,350	APPARATUS AND METHODS FOR COLLECTING AND TRANSFERRING SOLIDS SEPARATED FROM WASTEWATER	Issued April 19, 2005
Canada Patent Application No. 2,441,959	APPARATUS AND METHODS FOR COLLECTING AND TRANSFERRING SOLIDS SEPARATED FROM WASTEWATER	Filed March 8, 2002 (currently being examined)
U.S. Patent No. 6,645,382	ENERGY-EFFICIENT DUCT, HEAD CELL WITH DUCT AND METHODS	Issued November 11, 2003
Canada Patent Application No. 2,326,467	ENERGY-EFFICIENT DUCT, HEAD CELL WITH DUCT AND METHODS	Filed November 20, 2000 (not yet examined)
U.S. Patent No. 6,852,239	ENERGY-EFFICIENT DUCT, HEAD CELL WITH DUCT AND METHODS	Issued February 8, 2005
U.S. Design Patent Application No. 29/223,017	PORTION OF A TRAY FOR A WATER TREATMENT APPARATUS	Filed February 7, 2005 (not yet examined)

**EXHIBIT "B"**

**Trademark Registrations and Trademarks**

U.S. Trademark Application No. 78/684,364	EUTEK SYSTEMS	Water treatment equipment for use in removing solids from water, namely, machines for the reduction of solids and solid capture from wastewater and process water streams, in International Class 11	Allowed, Statement of Use Accepted
UK Trademark Registration No. 2415657	EUTEK	Water treatment equipment for use in removing solids from water	Registered March 3, 2006