

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
Hydrokool, LLC		06/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AAF-McQuay Inc.		
Street Address:	16300 Industrial Park Blvd.		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3593217	HYDRO KOOL	
CORRESPONDENCE DATA			
Fax Number:	(612)349-9266		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6123495740		
Email:	salchow@ptslaw.com		
Correspondent Name:	Kyle T. Peterson		
Address Line 1:	80th South 8th Street		
Address Line 2:	4800 IDS CENTER		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	1546.202US01		
NAME OF SUBMITTER:	Kyle T. Peterson		
Signature:	/Kyle T. Peterson/		

OP \$40.00 3593217

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TRADEMARK
REEL: 004475 FRAME: 0894

Date:

02/10/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, HYDROKOOL, LLC, hereinafter referred to as "Assignor," a limited liability company organized and existing under the laws of the state of Delaware, located at 6875 West Galveston Street, Chandler, Arizona 85226-2516 is the owner of the trademark registration ("Trademark") listed in Schedule A attached hereto; and

WHEREAS, AAF-MCQUAY INC., hereinafter referred to as "Assignee," a corporation organized and existing under the laws of the state of Delaware, United States of America, having an office at 16300 Industrial Park Blvd., Plymouth, MN 55441, is desirous of acquiring the entire right, title and interest in, to and under the Trademark listed in Schedule A hereto, and the goodwill of the business appertaining to said Trademark.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee all of its right, title and interest in and to the Trademark, all registrations thereof, applications therefor and rights associated therewith, together with the goodwill of the business indicated and symbolized by the Trademark, along with the right to recover damages and profits for past infringements thereof.

Assignor further covenants, and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affects the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

IN WITNESS WHEREOF, Assignor has by its duly authorized representative, executed this Copyright Assignment this 2nd day of June 2010.

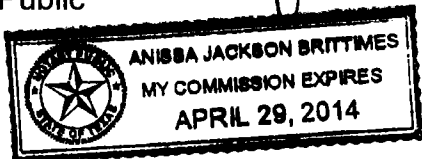
HYDROKOOL, LLC
Assignor

Date: June 2, 2010

By: [Signature]
Title: VP

Subscribed and sworn to before me this
2nd day of June, 2010.

[Signature]
Notary Public



Schedule A

Trademark Assignment Schedule

Trademark

US Registration No.

HydroKool

3,593,217-See attached USPTO Trademark Certificate of Registration.