

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Precision Flow Technologies, Inc.		04/20/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Ceres Technologies, Inc.		
Street Address:	3 Tower Drive		
City:	Saugerties		
State/Country:	NEW YORK		
Postal Code:	12477		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3222007	NANOPURGE	
CORRESPONDENCE DATA			
Fax Number:	5184525579		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	518-452-5600		
Email:	so@hrfmlaw.com		
Correspondent Name:	Nicholas Mesiti		
Address Line 1:	5 Columbia Circle		
Address Line 4:	Albany, NEW YORK 12203		
ATTORNEY DOCKET NUMBER:	3655.001		
NAME OF SUBMITTER:	Nicholas Mesiti		
Signature:	/Nicholas Mesiti/		
Date:	04/30/2012		
Total Attachments: 3 source=3655 - executed IP Assignment#page1.tif source=3655 - executed IP Assignment#page2.tif source=3655 - executed IP Assignment#page3.tif			

CH \$40.00 3222007

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of April 20, 2012 by and between Precision Flow Technologies, Inc., a New York corporation ("Assignor"), and Ceres Technologies, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has certain rights in, to and under intellectual property and proprietary information, including patents and patent applications (including all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof) and patent disclosures, inventions, business methods, discoveries, ideas and improvements (whether or not patentable and whether or not reduced to practice) and trademarks, trade names, service names and all associated goodwill; as listed on Exhibit A (collectively, the "Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 1, 2011, made by and among Assignor and Assignee (the "Asset Purchase Agreement"), Assignor is selling to Assignee, and Assignee is purchasing from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing recitals set forth above and in consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement and in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's rights, title, and interest in and to the Intellectual Property listed in Exhibit A, free and clear of all liens, claims, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights in favor of Assignor for, or arising from any past, present or future infringement of, the Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. This Assignment and all assignments, transfers and other actions confirmed hereby shall be governed by and construed in accordance with the terms and conditions of the Asset Purchase Agreement and the laws of the State of New York. To the extent any inconsistency exists between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control and prevail.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

PRECISION FLOW TECHNOLOGIES, INC.

By: [Signature]
Name: William King
Title: Director of Finance

STATE OF New York
COUNTY OF Westchester

SUBSCRIBED AND SWORN to before me on this 20 day of April, 2012, appeared William King, the person who signed this instrument.

Notary Public [Signature]

My Commission Expires:
3-16-14

BARBARA A. VOLK
NOTARY PUBLIC, State of New York
No. 01VO6004147
Qualified in Dutchess County
Commission Expires March 16, 2014

The foregoing Assignment by Precision Flow Technologies, Inc. is hereby accepted as of the 23 day of April, 2012.

CERES TECHNOLOGIES, INC.

By: [Signature]
Name: Kevin Brady
Title: PRESIDENT

EXHIBIT A

Trademarks:

Nanopurge #78/795,926, filed 1/20/2006

Patents:

Country	Patent No.	Date of Issue	Title
USA	6,921,428	07/13/1999	Self-Metering Reservoir
USA	5,938,985	05/17/1999	Self-Metering Reservoir System
USA	6,019,114	02/01/2000	Self-Metering Reservoir
USA	6,325,094	12/04/2001	Self-Metering Reservoir
USA	6,598,458	10/16/2003	System, Apparatus and Method for Transferring the Contents of a Vessel
China	1,261,643	4/26/2000	Self-Metering Reservoir
Canada	2,260,728	10/12/2004	Self-Metering Reservoir
Israel	131351	1/4/2004	Self-Metering Reservoir
Australia	737011	11/22/2001	Self-Metering Reservoir
Singapore	67155	06/19/2001	Self-Metering Reservoir
EPC	0960385	04/04/2007	Self-Metering Reservoir
Korea	10-05174510000	0/21/2005	Self-Metering Reservoir