

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
Velcon Filters, Inc.		04/24/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Velcon Filters, LLC
Street Address:	1210 Garden of the Gods Road
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1159025	AQUACON
Registration Number:	2609269	CDF
Serial Number:	77218192	FDPM
Registration Number:	0719831	HYDROKIT
Registration Number:	2022978	SUPERDRI
Registration Number:	2699139	TDS
Registration Number:	3417302	VCA
Registration Number:	1448128	VELCON
Registration Number:	0879075	VELCON
Registration Number:	3479146	VEL-MAX

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212)728-8000

CH \$265.00 1159025

Email: ipdept@willkie.com
Correspondent Name: Kim A. Walker
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	117975.00004
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	04/30/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Velcon Filters, Inc., a corporation organized and existing under the laws of the State of California (hereinafter referred to as "*Assignor*"), owns the trademark applications and registrations listed on **Exhibit A**, which is attached hereto (the "*Marks*"); and

WHEREAS, Velcon Filters, LLC, a limited liability company organized and existing under the laws of State of Delaware, with its principal place of business at 1210 Garden of the Gods Road, Colorado Springs CO 80907 (hereinafter referred to as "*Assignee*"), wishes to acquire Assignor's entire right, title and interest in and to the Marks, including the applications and registrations for the Marks set forth on **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor has sold, assigned and transferred, and does hereby sell, assign, transfer and sell unto Assignee, its successors and assigns, all of Assignor's right, title and interest, including common law rights in the United States of America and all other countries and jurisdictions of the world (to the extent such common law rights exist in such other countries and jurisdictions) in and to the Marks, together with the goodwill of the business symbolized by said Marks, the portion of the business of Assignor to which any intent-to-use application pertains, and the applications and registrations for the Marks set forth on **Exhibit A**, including all rights to seek and obtain injunctive relief and to recover damages for past, present and future infringement of the Marks.

2. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries and jurisdictions, to record Assignee as the assignee and owner of the Marks registered in the corresponding jurisdiction.

3. The parties agree (a) to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder.

4. This Agreement shall be effective as of the date set forth below and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of April 24, 2009.

ASSIGNOR:

VELCON FILTERS, INC.

By: [Signature]
Name: David C. Taylor
Title: President

NOTARY CERTIFICATE

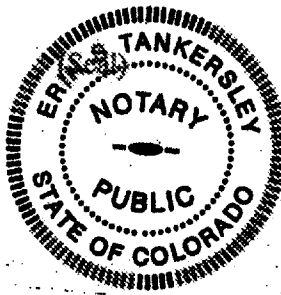
State of Colorado

County of El Paso

This instrument was signed or acknowledged before me this 24th day of April, 2009 by David C. Taylor, known to me to be the President of Velcon Filters, Inc.

9-21-2012
Commission Expires

[Signature]
Notary Public



(Signature Page to Trademark Assignment Agreement)

ASSIGNEE:

VELCON FILTERS, LLC

By: *David C. Taylor*
Name: David C. Taylor
Title: Manager/President

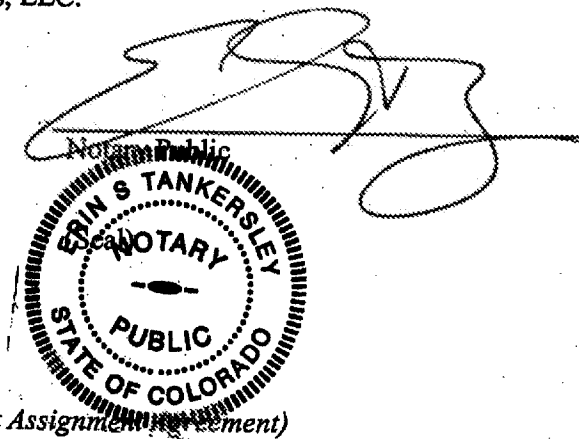
NOTARY CERTIFICATE

State of Colorado

County of El Paso

This instrument was signed or acknowledged before me this 24th day of April, 2009 by David C. Taylor, known to me to be the Manager of Velcon Filters, LLC.

9-21-2012
Commission Expires



(Signature Page to Trademark Assignment Agreement)

EXHIBIT A
Marks

U.S. Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Velcon Filters, Inc.	AQUACON	1,159,025	6/30/1981
Velcon Filters, Inc.	CDF	2,609,269	8/20/2002
Velcon Filters, Inc.	FDPM	77-218,192 (application number)	6/28/2007 (application date)
Velcon Filters, Inc.	HYDROKIT	719,831	8/15/1961
Velcon Filters, Inc.	SUPERDRI	2,022,978	12/17/1996
Velcon Filters, Inc.	TDS	2,699,139	3/25/2003
Velcon Filters, Inc.	VCA	3,417,302	4/29/2008
Velcon Filters, Inc.	VELCON	1,448,128	7/21/1987
Velcon Filters, Inc.	VELCON	879,075	10/21/1969
Velcon Filters, Inc.	VEL-MAX	3,479,146	8/05/2008

Foreign Trademarks:

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Canada	Velcon Filters, Inc.	AQUACON	273,705	11/12/82
United Kingdom	Velcon Filters, Inc.	AQUACON	1165035	11/20/02
Canada	Velcon Filters, Inc.	HYDROKIT	115,704	8/21/59
Australia	Velcon Filters, Inc.	VELCON	248,443	10/14/71
Canada	Velcon Filters, Inc.	VELCON	345,164	9/23/88
South Korea	Velcon Filters, Inc.	VELCON	467553 (application number)	Application Pending
Brazil	Velcon Filters, Inc.	VELCON	822005972 (application number)	Application Pending