

05-04-2010



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S-3-10

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Cleanpak International, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Huntair, Inc.

Internal Address: _____

Address: _____

Street Address: 11555 SW Myslony Street

City: Tualatin

State: OR

Country: USA Zip: 97062

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 4/23/2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

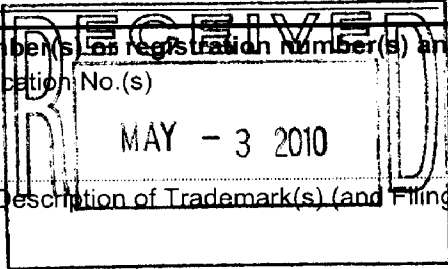
77/697218
77/671547

B. Trademark Registration No.(s)

3,649,882 1,543,398 1,912,074
3,193,499 1,622,351

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):



5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address: c/o Nortek, Inc.

Street Address: 50 Kennedy Plaza

City: Providence

State: RI Zip: 02903

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: urbanowicz@nortek-inc.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/03/2010 NJAMA1 00000043 77697218

Deposit Account Number _____ 40.00 CP

02 FC:8522 _____ 150.00 CP

Authorized User Name _____

9. Signature:

Dawn Urbanowicz
Signature

4/28/2010
Date

Dawn Urbanowicz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT is dated as of April 24, 2010 (this "Assignment") by and among Cleanpak International, Inc., a Delaware corporation ("Assignor") and Huntair, Inc. , a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Plan of Reorganization between Assignor and Assignee dated as of April 23, 2010 (the "Contribution Agreement"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in and to all of Assignor's trademarks, including, without limitation, the right to use, and exclusive ownership of, the name "Cleanpak", trade names, service marks, brand names, patents, copyrights, pending applications for patents, pending applications for trademarks, expired patents and trademarks, inventions, processes, know-how, formulae, patterns, designs, trade secrets, domain names and other intellectual property and proprietary rights, including all associated goodwill and all royalties to which Assignor is entitled with respect hereto ("Intellectual Property"), including, without limitation, the patents and patent applications listed on Schedule A hereto, and all divisions, continuations, continuations-in-part, substitute applications, reissues, re-examinations, and extensions thereof, and the inventions embodied therein (collectively, the "Patents") and the trademarks and trademark applications listed on Schedule B (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys, and transfers to Assignee all rights, titles, and interests in and to the Patents and Trademarks, including the goodwill associated with the Trademarks and any renewals and extensions of the Patents and Trademarks that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including, without limitation, all claims for damages or causes of action by reason of past, present, or future infringement or other unauthorized use of the Patents and Trademarks with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. This Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents and trademarks in the United States and in all foreign countries, to record the Assignee as the owner of the Patents and Trademarks.

3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents, and correspondence pertaining to the Patents and Trademarks, including all correspondence to and from the U.S. Patent and Trademark Office, and any and all

legal counsel advising on or assisting with the prosecution or maintenance of the Patents and the Trademarks. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials in the possession of the Assignor) to obtain, perfect, and defend the Patents and the Trademarks in this or any foreign country.

4. Facsimiles. For purposes of this Agreement, facsimile, scanned, or digitally transmitted signatures shall be deemed to be original signatures. In addition, if any of the parties sign facsimile or scanned copies of this Agreement, such copies shall be deemed originals.

5. Governing Law. This Agreement will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than Delaware.

IN WITNESS WHEREOF, the parties have duly executed this Patent and Trademark Assignment as of the date first written above.

CLEANPAK INTERNATIONAL, INC.

By: *Richard L. Bready*
Name: Richard L. Bready
Title: Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Patent and Trademark Assignment was executed before me on April 26, 2010 by Richard L. Bready, Vice President of Cleanpak International, Inc.

Doreen M. Libanoux
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

ACCEPTED:

HUNTAIR, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: Vice President and Treasurer

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

This Patent and Trademark Assignment was executed before me on April 26, 2010 by Edward J. Cooney, Vice President and Treasurer of Huntair, Inc.

Daun M. Libanov
Notary Public, State of Rhode Island

My Commission Expires April 27, 2014

SCHEDULE A

Patents

See attached.

Patents

Country of
Registration

Serial No

Patent No

Subsidiary Patent

Cleanpak International, Inc.

ACTUATOR ASSEMBLY FOR CONTROLLING INLET AIRFLOW TO CENTRIFUGAL FANS [ECONO-DISK]	5,161,941	USA
AIR FILTRATION SYSTEMS WITH QUICK CONNECT	61/311974	USA
AIRFLOW MEASURING CENTRIFUGAL FAN [P-CONE]	5,586,861	USA
CEILING MODULE PERIMETER SEAL [GEL-LINK]	6,351,920	USA
CEILING SYSTEM WITH INTEGRATED EQUIPMENT SUPPORT STRUCTURE		USA
CLEAN ROOM VENTILATION SYSTEM [CLEAN-SCREEN II]	5,454,756	USA
CLEANROOM CEILING STRUCTURE LIGHT FIXTURE WIREWAY [FLUSH GRID WIREWAY]	5,794,397	USA
CLEANROOM WALL SYSTEM	6,209,275	USA
DAMPER CONTROL SYSTEM FOR CENTRIFUGAL FAN [SLEEVE MECHANISM OVER WHEEL]	5,681,143	USA
DIRECTIONAL AIR DIFFUSER PANEL FOR CLEAN ROOM VENTILATION SYSTEM [CLEAN-SCREEN I]	5,192,348	USA
FRAMELESS DOOR ASSEMBLY FOR CLEANROOM	6,615,556	USA
GRID SYSTEM FOR SUPPORTING A SUSPENDED CEILING AND CEILING MOUNTED EQUIPMENT	12/148017	USA
INLET AIRFLOW CONDITIONING FOR CENTRIFUGAL FANS [EGG CRATE]	5,088,886	USA
LIGHT AND FILTER SUPPORT STRUCTURE [FLUSH GRID]	5,613,759	USA
METHODS AND SYSTEMS FOR INTEGRATING SOUND ATTENUATION INTO A FILTER BANK	12/719607	USA
MULTI-POSITION FOOT FOR STUD OF CLEANROOM WALL SYSTEM	10/491380	USA
PERIMETER SEAL FOR PASSAGEWAYS BETWEEN ADJACENT AIR-HANDLING PLENUMS	11/888956	USA

Monday, April 26, 2010

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<i>Subsidiary</i>	<i>Patent</i>	<i>Patent No</i>	<i>Serial No</i>	<i>Country of Registration</i>
	TEMPORARY ISOLATION STRUCTURE [SERVICOR]	4,731,961		USA
	TRACK ASSEMBLY FOR CLEANROOM WALL SYSTEM	6,634,149		USA

SCHEDULE B

Issued and Pending Trademarks

See attached

Trademarks

Subsidiary Trademark Registration No. Serial No. Country of Registration

Cleanpak International, Inc.

CLEANPAK	3,649,882	77/524905	USA
CLEAN-PAK	1,543,398	73/705592	USA
CLEAN-SCREEN	1,912,074	74/418258	USA
CLEANSUITE		77/697218	USA
CLEAN-TRAK	3,193,499	78/823,007	USA
EQUALIZER	1,622,351	74/028635	USA
SERVICOIR		77/671547	USA