

Form PTO-1595 (Rev. 12-08)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Junair Group Limited

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Spray Enclosure Technologies, Inc.

Internal Address: _____

Street Address: 1427 North Linden Avenue

City: Rialto

State: California

Country: United States Zip: 92376

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) December 12, 2008

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/815,753

B. Patent No.(s)

6,192,604; 6,684,528; 6,968,633

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert C. Bertin

Internal Address: Bingham McCutchen LLP

Street Address: 2020 K Street, N.W.

City: Washington

State: DC Zip: 20006-1806

Phone Number: 202-373-6000

Fax Number: 202-373-6001

Email Address: _____

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-4047 (0000335995)

Authorized User Name Robert C. Bertin

9. Signature:

Robert C. Bertin

Signature

Feb. 26, 2009
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

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, V.A. 22313-1450

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into as of 12.12.2008 2008, by and among Junair Group Limited, incorporated in England and Wales having a principal office located at Southgate Industrial Estate, Cross Street, Heywood, Lancashire OL10 1PW, United Kingdom ("ASSIGNOR"), on the one hand, and Spray Enclosure Technologies, Inc., a California Corporation, with principal offices at 1427 North Linden Avenue, Rialto, CA 92376 ("ASSIGNEE").

WITNESSETH:

WHEREAS ASSIGNOR is the owner of the entire right, title and interest in and to the patents and patent applications set forth in Exhibit A, attached hereto (collectively the "Patents");

WHEREAS ASSIGNOR is the owner of all rights, title and interest in and to the trademark and servicemarks, including registrations and applications for registration listed in Exhibit B, attached hereto (collectively the "Marks"), and associated goodwill;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest in the Patents and Marks and that part of the goodwill of the business connected with the use of and symbolized by said Marks; and

WHEREAS, pursuant to the terms of that certain SALE AND PURCHASE AGREEMENT dated 28 October 2008, by and among ASSIGNOR and ASSIGNEE, ASSIGNOR has agreed, among other things, to transfer to ASSIGNEE said Patents and Marks; and

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNOR to ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

I. PATENT ASSIGNMENT

ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors and permitted assigns, Assignor's entire right, title and interest in and to the Patents, including (without limitation) all divisions, reissues, substitutions, continuations and extensions thereof, all priority rights under the International Convention for the Protection of Industrial Property for the United States of America and Canada (and any other international convention or treaty), any and all Letters Patent and reissues and extensions of Letters Patent granted thereon in the United States of America and Canada (collectively the "Patents") and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past, present or future infringement, if any.

ASSIGNOR, hereby authorizes and requests the Commissioner of Patents and Trademarks of the

United States of America, and any Official of any Canada whose duty it is to issue letters patent, to issue and record an assignment of letters patent for said Patents to ASSIGNEE, as ASSIGNEE of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNOR hereby further covenants and agrees that the ASSIGNOR, will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, take reasonable steps to promptly communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to ASSIGNOR respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the Patents in the ASSIGNEE, its successors, legal representatives and assigns and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce the Patents, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns. In particular, ASSIGNOR shall make best efforts to obtain signatures from inventors for any Patents that have not yet been formally assigned to ASSIGNOR, to assign such Patents to ASSIGNEE to the extent necessary.

II. TRADEMARK ASSIGNMENT

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns, ASSIGNOR'S entire right, title, and interest in and to the Marks, throughout the United States and Canada, to the full extent of ASSIGNOR'S ownership or interest therein, including, without limitation, all federal, state, statutory and common law and other rights; all domestic and trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith symbolized by the Marks; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

ASSIGNOR, hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any Canada whose duty it is to issue trademarks, to issue and record an assignment of said Marks to ASSIGNEE, as ASSIGNEE of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

ASSIGNOR agrees that upon request it will, without charge to ASSIGNEE, execute or arrange for execution such further assignment document or documents as may be required, if any, from ASSIGNOR and its predecessors or predecessors in title to permit ASSIGNEE to obtain recording of the assignment to ASSIGNEE of the aforementioned Marks.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment as of the date above written.

Junair Group Limited
By: [Signature]

Its: FINANCE DIRECTOR

Spray Enclosure Technologies, Inc.
By: [Signature]

Its: PRESIDENT

EXHIBIT A**PATENTS**

COUNTRY	PATENT NO.	TITLE	STATUS	NEXT RENEWAL DUE	EXAMINER
CANADA	2371282	Paint Drying System	Granted & in force	27/04/2009	
USA	6192604	Drying System in Spraybooth	Granted & in force	27/02/2012	Gravini, Stephen Michael
USA	6684528	Paint Drying System	Granted & in force	03/02/2011	Ragonese, Andrea M
USA	6968633	Paint Drying System	Granted & in force	01/12/2008	Ragonese, Andrea M

PATENT APPLICATIONS

COUNTRY	APPLICATION NO.	TITLE	STATUS	NEXT RENEWAL DUE
CANADA	2597279	Localised Extraction System	Pending	09/02/2009
CANADA	2628780	Paint Drying System	Pending	27/04/2009
USA	11/815753	Localised Extraction System	Not yet published - no data available	No data available

EXHIBIT B**TRADE MARK APPLICATION**

COUNTRY	APPLICATION NUMBER	MARK	STATUS	EXPIRY DATE
CANADA	1314463	SMARTAIR	ALLOWED - (NOT REGISTERED)	N/A