

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	transfer of the lien holder's interest
CONVEYING PARTY DATA	
Name	Execution Date
Textron Financial Corporation	06/04/2009
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, N.A.
Street Address:	100 East Wisconsin Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	D383443
Patent Number:	5103648
Patent Number:	D334940
Patent Number:	5113671
Patent Number:	5271245
Patent Number:	5278426
Patent Number:	5404730
Patent Number:	5685331
Patent Number:	5542499
Patent Number:	5553460
Patent Number:	5590680
Patent Number:	5852937
Patent Number:	5901559
Patent Number:	5353831
Patent Number:	6116274

501461570

PATENT
REEL: 025920 FRAME: 0401

CH \$840.00 D383443

Patent Number:	6680589
Patent Number:	6938437
Patent Number:	7040543
Patent Number:	D365107
Patent Number:	D384334
Patent Number:	D384335

CORRESPONDENCE DATA

Fax Number: (414)273-5198

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-273-3500

Email: nakees@gklaw.com

Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.

Address Line 1: 780 N. Water Street

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	008988-0222
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NAME OF SUBMITTER:	Nicholas A. Kees
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Total Attachments: 6
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ASSIGNMENT AND ASSUMPTION
(Henry Technologies, Inc. - US Loans)

as of June 4, 2009

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (as amended, the "Loan Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any applicable letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: Textron Financial Corporation
2. Assignee: Wells Fargo Bank, N.A.
3. Borrower(s): Henry Technologies, Inc. - US
4. Agent: Textron Financial Corporation, as the agent under the Loan Agreement
5. Loan Agreement: Loan Agreement dated as of December 2, 2005 by and among Henry Technologies Limited, as Canadian Borrower, and Henry Technologies, Inc., as US Borrower, and Textron Financial Canada Limited, as Canadian Lender, and Textron Financial Corporation, as US Lender and as Agent

6. Assigned Interest: (i) Commitments to make revolving loans for US Revolving Loans to US Borrower in an aggregate amount equal to \$^{_____} (the "Commitments");
- (ii) Outstanding principal amount as of June 2, 2009 of US Revolving Loans in an aggregate amount equal to \$^{_____} (the "Revolving Loans") and US Term Loans in an aggregate amount equal to \$^{_____} (the "Term Loan"); and
- (iii) Percentage of Assignor's Commitments, Revolving Loans and Term Loan assigned to Assignee is one hundred percent (100%).
7. Payment: As consideration for the sale of the Assigned Interest, the Assignee shall pay to the Assignor on the Effective Date in immediately available funds a purchase amount equal to \$^{_____} and \$^{_____}, respectively, which is in consideration for the principal, interest and fee amounts of \$^{_____} and \$^{_____} for the respective Revolving Loans and Term Loan included as the Assigned Interest.
8. Effective Date: As of June 4, 2009.

IN WITNESS WHEREOF, the terms set forth in this ASSIGNMENT AND ASSUMPTION
(Henry Technologies, Inc. - US Loans) are hereby agreed to:

ASSIGNOR
TEXTRON FINANCIAL CORPORATION

By: Robert E. Wagner
Name: Robert E. Wagner
Title: Division President

ASSIGNEE
WELLS FARGO BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the terms set forth in this ASSIGNMENT AND ASSUMPTION
(Henry Technologies, Inc. - US Loans) are hereby agreed to:

ASSIGNOR

TEXTRON FINANCIAL CORPORATION

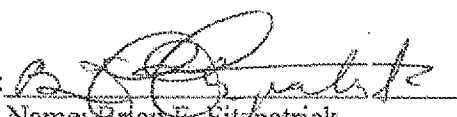
By: _____

Name: Robert E. Wagner

Title: Division President

ASSIGNEE

WELLS FARGO BANK, N.A.

By:  _____

Name: Brian F. Fitzpatrick

Title: Senior Vice President

ANNEX 1
to
ASSIGNMENT AND ASSUMPTION
(Henry Technologies, Inc. - US Loans)

STANDARD TERMS AND CONDITIONS

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any Lien or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other document related to the Loan Agreement (collectively, the "Loan Documents"), (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under the Loan Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the Loan Agreement, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (vi) it has, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest; and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee for amounts which have accrued on or after the Effective Date. The Assignor and Assignee shall make all appropriate adjustments with respect to payments under the Loan Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or other electronic method of transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Rhode Island, without reference to applicable conflict of law principles, and the applicable federal laws of the United States.