

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gamajet Clearing Systems, Inc.	08/22/2012
RECEIVING PARTY DATA	
Name:	Alfa Laval Tank Equipment Inc.
Street Address:	5400 International Trade Drive
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23231
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5954271
Patent Number:	6123271
Patent Number:	6561199
Patent Number:	7523512
Patent Number:	7815748
Patent Number:	8133328
Application Number:	12459069
Application Number:	12799031
Application Number:	61589417
PCT Number:	US2010001742
CORRESPONDENCE DATA	
Fax Number:	8044407725
Phone:	804-775-7871
Email:	kgokey@mcguirewoods.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.	

OP \$400.00 5954271

Correspondent Name:	Kymberleigh B. Gokey
Address Line 1:	901 E. Cary Street
Address Line 4:	Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2045149-0004
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NAME OF SUBMITTER:	Kymberleigh B. Gokey
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<p>Total Attachments: 8 source=ALFA LAVAL ASSIGNMENT#page1.tif source=ALFA LAVAL ASSIGNMENT#page2.tif source=ALFA LAVAL ASSIGNMENT#page3.tif source=ALFA LAVAL ASSIGNMENT#page4.tif source=ALFA LAVAL ASSIGNMENT#page5.tif source=ALFA LAVAL ASSIGNMENT#page6.tif source=ALFA LAVAL ASSIGNMENT#page7.tif source=ALFA LAVAL ASSIGNMENT#page8.tif</p>

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE and ASSIGNMENT AGREEMENT (this "Bill of Sale and Assignment Agreement") is made as of the 22nd day of August, 2012, by and between Gamajet Cleaning Systems, Inc., a Pennsylvania corporation ("Assignor") and Alfa Laval Tank Equipment Inc., a Delaware corporation ("Assignee").

A. Assignor, Assignee and Robert E. Delaney are parties to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement") pursuant to which Assignee is purchasing from Assignor all of Assignor's rights, title and interests in and to the Assets.

B. Assignor agrees to transfer to Assignee, and Assignee agrees to accept from Assignor the Assets, and Assignee agrees to assume the Assumed Liabilities.

C. Pursuant to Sections 10.2(b) and 10.3(b) of the Purchase Agreement, the execution and delivery of this Bill of Sale and Assignment Agreement by Assignor and Assignee is required by the Purchase Agreement.

D. All capitalized terms used, but not otherwise defined, herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby take the following actions:

1. Transfer and Conveyance. Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee all of the rights, title and interests of Assignor and its Affiliates in and to all of the Assets that are tangible personal property, as well as all of the Assets that are intangible personal property, including but not limited to (i) the patent applications and issued patents set forth on Exhibit A, (ii) the trademark set forth on Exhibit B, (iii) the copyright registration applications set forth on Exhibit C, and (iv) the domain name registrations set forth on Exhibit D, and all goodwill related to any of the foregoing, and all properties and rights owned, used or useable by Assignor or its Affiliates, in the operation of the Business, wherever located, free and clear of any Lien. Delivery of this Bill of Sale and Assignment Agreement constitutes receipt by Assignee of such Assets, to have and to hold all such Assets for Assignee and its successors and assigns for their own use and behalf forever. Notwithstanding anything herein to the contrary, the parties hereto expressly acknowledge and agree that Assignor shall retain the Excluded Assets and nothing contained in this Bill of Sale and Assignment Agreement is intended to, or shall be construed, to result in the sale, conveyance, transfer, assignment or delivery of any Excluded Assets.

2. Assumption of Liabilities. Assignor hereby sells, assigns, transfers, delivers and conveys to Assignee in and to the Assumed Liabilities. Assignee hereby assumes and agrees to pay and discharge when due the Assumed Liabilities, but in each case only to the extent provided

in the Purchase Agreement. Notwithstanding anything herein to the contrary, the parties hereto expressly acknowledge and agree that Assignor shall retain the Excluded Liabilities and nothing contained in this Bill of Sale and Assignment Agreement is intended to, or shall be construed, to result in the sale, conveyance, transfer, assignment or delivery of any Excluded Liabilities.

3. This Bill of Sale and Assignment Agreement is executed and delivered pursuant to Sections 10.2(b) and 10.3(b) of the Purchase Agreement and is subject to the terms of the Purchase Agreement, and nothing contained herein shall, or shall be deemed to, defeat, limit, alter, modify, diminish or impair, enhance, expand, or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assets are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If there is any conflict between the terms of this Bill of Sale and Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Headings. The headings used in this Bill of Sale and Assignment Agreement are for purposes of convenience only and shall not be used in construing the provisions hereof.

5. Covenant of Further Assurances. The parties agree to execute such other documents and perform such other acts as may be necessary or such other reasonable acts as may be desirable to carry out the purposes of this Bill of Sale and Assignment Agreement.

6. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, to demand and receive any and all of the Assets hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which Assignee or its successors or assigns reasonably deem proper in order to collect or reduce to possession or endorse any of the Assets and to do all acts and things in relation to the Assets which Assignee or its successors or assigns reasonably deem desirable.

7. Successors and Assigns. This Bill of Sale and Assignment Agreement shall bind and benefit the respective successors and assigns of Assignor and Assignee.

8. No Third Party Beneficiaries. Nothing in this Bill of Sale and Assignment Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties hereto and their successors and assigns, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof.

9. Governing Law. This Bill of Sale and Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

10. Modification. This Bill of Sale and Assignment Agreement may not be modified or amended except by the written agreement of Assignor and Assignee.


11. Counterparts and Facsimiles. This Bill of Sale and Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document and/or retransmission of any signed facsimile transmission shall be deemed the same as delivery of an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment Agreement to be executed and delivered as of the day and year first above written.


ASSIGNOR:


GAMAJET CLEANING SYSTEMS, INC.
a Pennsylvania corporation

By: 
Name: Robert E. Delaney
Title: PRESIDENT

ASSIGNEE:

ALFA LAVAL TANK EQUIPMENT INC.
a Delaware corporation

By: 
Name: John Atanasio
Title: Chairman

By: 
Name: Joseph M. Lawrence
Title: Treasurer

Signature Page to Bill of Sale and Assignment Agreement

Exhibit A

Patents

U.S. ISSUED PATENTS (AS OF FEBRUARY 8, 2012)

<u>Patent No.</u>	<u>Issue Date</u>	<u>Gamajet Machine</u>	<u>Expiration Date</u>
5,954,271	09/21/1999	GAMAJET V	10/28/2014
6,123,271	09/26/2000	GAMAJET VII and VIII	12/23/2018
6,561,199	05/13/2003	GAMAJET VI	07/06/2021
7,523,512	04/28/2009	GAMAJET IX	09/26/2026
7,815,748	10/19/2010	GAMAJET Flex All In One	06/23/2029
8,133,328	03/13/2012	GAMAJET ALPHA	10/07/2029

U.S. PATENT APPLICATIONS (AS OF FEBRUARY 8, 2012)

<u>Application No.</u>	<u>Filing Date</u>	<u>Gamajet Machine</u>
12/459,069	06/26/2009	IMPROVED STEM
12/799,031	04/17/2010	GAMAJET ASEPTIC
61/589,417	01/23/2012	GENTLEJET
N/A	N/A	SUPER 4 (BEING DRAFTED)

INTERNATIONAL PATENT APPLICATIONS (AS OF FEBRUARY 8, 2012)

<u>Application No.</u>	<u>Filing Date/Jurisdiction</u>	<u>Gamajet Machine</u>
US2010/001742	06/17/2010 PCT	GAMAJET ASEPTIC
10820929.7	06/17/2010 Europe	GAMAJET ASEPTIC

Exhibit B

Trademark

Gamajet®

Registration No. 804,205

Owner: Gamajet Cleaning Systems, Inc.

(Expiration: 02/22/16)

Exhibit C

Copyrights

COPYRIGHT REGISTRATIONS (Reg. No. / Reg. Date)

1. GAMAJET IV "GT" OWNER'S MANUAL (TX0007300130 / 2009-07-14)
2. GAMAJET V OWNER'S MANUAL (TX0007301095 / 2009-07-14)
3. GAMAJET VI OWNER'S MANUAL (TX0007301099 / 2009-07-14)
4. ASEPTIC 6 OWNER'S MANUAL (TX0007301086 / 2009-07-14)
5. GAMAJET E-Z 7 BARREL BLASTER OWNER'S MANUAL (TX0007301080 / 2009-07-14)
6. GAMAJET EZ-8 OWNER'S MANUAL (SERIAL NUMBERS E-8300 AND HIGHER) (TX0007301127 / 2009-07-14)
7. GAMAJET IX OWNER'S MANUAL (TX0007301118 / 2009-07-14)
8. GAMAJET X OWNER'S MANUAL (TX0007301113 / 2009-07-14)
9. GAMAJET All-In-One OWNER'S MANUAL (TX0007301104 / 2009-07-14)
10. GAMAJET All-In-One FLEX OWNER'S MANUAL (TX0007301101 / 2009-07-14)
11. GAMAJET HD BARREL BLASTER OWNER'S MANUAL (TX0007301161 / 2009-07-14)
12. GAMAJET ALPHA OWNER'S MANUAL (TX0007301153 / 2009-07-14)
13. GAMAJET VII The Barrel Blaster OWNER'S MANUAL (SERIAL No. B7400 and HIGHER) (TX0007301144 / 2009-07-14)
14. GAMAJET VII The Barrel Blaster OWNER'S MANUAL (SERIAL No. B7400T and HIGHER) (TX0007301138 / 2009-07-14)
15. GAMAJET BARREL BLASTER HD OWNER'S MANUAL (TX0007301130 / 2009-07-14)

Exhibit D

Expiration Date	Domain Names
GAMAJET.BIZ	10/20/2013
GAMAJET.US	10/20/2013
GAMAJET.INFO	10/21/2013
GAMAJET.MOBI	10/21/2013
GAMAJET.COM	01/05/2018
CLEANYOURTANKS.COM	07/26/2013