

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas R. Clinton	10/03/2007
RECEIVING PARTY DATA	
Name:	AIR QUALITY INNOVATIVE SOLUTIONS, LLC
Street Address:	7616 Southland Blvd., Suite 11
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32809
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11184637
CORRESPONDENCE DATA	
Fax Number:	2483583351
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jrobinson@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 Town Center Drive, 22nd Floor
Address Line 4:	Southfield, MICHIGAN 48075
ATTORNEY DOCKET NUMBER:	AQIS 0102 PUS
NAME OF SUBMITTER:	Julie C. Robinson
Total Attachments: 5 source=Assignment_Clinton#page1.tif source=Assignment_Clinton#page2.tif source=Assignment_Clinton#page3.tif source=Assignment_Clinton#page4.tif source=Assignment_Clinton#page5.tif	

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### ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made as of October 3, 2007 (the "Effective Date"), from Thomas Clinton, ("Assignor"), to Air Quality Innovative Solutions, LLC, a Michigan limited liability company ("Assignee").

### BACKGROUND:

- A. Assignor has created and is the co-owner, along with Bruce Torrey, of all rights and interest in certain "HVAC" technology, including without limitation condensate pan rehabilitation and related know how, production techniques and intellectual property as set forth on the attached Schedule A ("Technology");
- B. Assignee desires to acquire, and Assignor desires to transfer, Assignor's entire right, title and interest in and to the Technology, and all inventions disclosed and claimed in the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Transfer.* Assignor does hereby irrevocably sell, assign, transfer, convey, and set over unto Assignee all of Assignor's rights, title and interest in and to the Technology and the inventions, know how, trade secrets and ideas disclosed, described or claimed therein, patentable or not, and any reissues, continuations, continuations in part, improvements, and enhancements of the Technology.
2. *Assistance.* Assignor covenants and agrees that he shall, at any time, upon request, at Assignee's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument, and generally do all that is possible or that may be necessary or desirable to perfect the title to the Technology in the Assignee, its heirs, successors, assigns or other legal representatives.
3. *USPTO Recordation.* Assignor hereby authorizes and requests the appropriate division of the United States Patents and Trademark Office to record this Assignment upon receipt, if applicable.
4. *Consideration.* Assignor grants this Assignment in partial consideration of Assignor's ownership in Assignee.
5. *Assignor's Representations & Warranties.* Assignor represents and warrants to Assignee that:  
(i) Assignor has the power and authority to grant all of the rights granted herein, and to enter into and perform all of his obligations and duties under this Assignment; (ii) the Technology does not and shall not violate any applicable law, rule, or regulation or infringe, abridge, or misappropriate any right of any third party, including but not limited to any patent, copyright, trade secret, or other right, whether such right is protected by contract, tort, or other theory of law of equity; (iii) Assignor is the co-inventor and the co-owner of all rights, title, and interest in the Technology; (iv) Assignor is not aware of, nor does he have any notice of, any claim or potential claim by any third party to any interest in the Technology.
6. *Non-competition.* Assignor shall not for a period of 10 years from the date of this Assignment ("Non Compete Period"), directly or indirectly, engage in or assist in a similar line of business or any activity competitive with Assignee's business whether such engagement or assistance is

performed as a sole proprietor or consultant; an agent, financier, or partner with another; or as an employee, shareholder, officer, director, member or partner in a corporation (other than as a less than two percent shareholder in a corporation listed on a national securities exchange), whether or not that corporation is a former client or a direct competitor. By way of example, but not limitation, Assignor shall not solicit, or accept without solicitation, any business related to the Technology or any solicitation of other business from any client, customer, or person with whom Assignor or Assignee have transacted business while Assignor is/was a member of Assignor. By way of further example, but not limitation, for the same period referred to above, Assignor shall not solicit or offer employment to, or advise anyone else to offer employment to, any employees, members of Assignee. Assignor hereby acknowledges that the limitations as to time and scope are reasonable and fair and will not prevent or materially impair his ability to earn a livelihood. Assignor's duties under this section shall survive termination of his membership with the Company. Assignor acknowledges that a remedy at law for any breach or threatened breach of the provisions of this section would be inadequate and therefore agrees that the Assignee shall be entitled to immediate injunctive relief in addition to any other available rights and remedies in the case of any such breach or threatened breach; provided, however, that nothing contained herein shall be construed as prohibiting the Assignee from pursuing any other remedies available for any such breach or threatened breach.

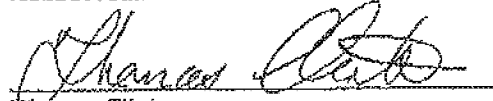
7. *Indemnification.* Assignor hereby agrees to indemnify, defend, and hold Assignee, along with Assignee's officers, directors, employees, and agents, harmless from any and all claims, suits, damages, or costs (including actual attorneys' fees and expenses) arising from any breach of any material term, provision, covenant, representation, or warranty made by Assignor hereunder.
8. *Documentation Materials and Tangible Property.* All documents, notes, drawings, specifications, computer programs, data, and other materials of any nature pertaining to the Technology currently or in the future in Assignor's possession will belong to the Company. In the event Assignor's membership interest is terminated, for any reason, or at an earlier time if requested by the Company, Assignor will deliver to the Company all such items referred to above and/or contemplated by this Section.
9. *Entire Agreement, Modification.* This Assignment constitutes the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof. This Assignment may only be modified or amended by written instrument signed by the parties hereto.
10. *Severability.* In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and this Assignment shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Assignment.
11. *Successors.* This Assignment and all rights granted herein shall inure to the benefit of the heirs, successors, and assigns of Assignee.
12. *Applicable Law.* This Assignment shall be governed by and enforced under the laws of the State of Michigan, in all respects, without regard to principles of conflicts of law. Assignor agrees that, in the event of any action to enforce the terms of this Assignment, or which is otherwise related to this Assignment, the party commencing such action shall do so in a court of competent jurisdiction in the State of Michigan. That is, if legal action is commenced by either party, suit

shall be filed and tried in the Circuit Court for the County of Oakland, Michigan or in the United States District Court for the Eastern District of Michigan.

13. *Captions.* Captions to paragraphs and subparagraphs of this Assignment have been included solely for the sake of convenient reference and are entirely without substantive effect.

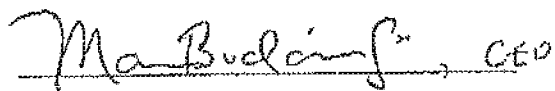
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

  
Thomas Clinton

ASSIGNEE:

AIR QUALITY INNOVATIVE SOLUTIONS, LLC

By: , CEO  
Its: CEO

## SCHEDULE A

### "Technology"

THIS SCHEDULE A ("Schedule") constitutes part of the Assignment dated as of October 3, 2007 between Bruce Torrey ("Assignor") and Air Quality Innovative Solutions, LLC ("Assignee"). Certain capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assignment. In the event of a conflict between any of the terms and conditions contained in the Assignment and this Schedule, this Schedule shall control. This Schedule may be amended from time to time by mutual agreement of the parties.

For purposes of this Assignment "Technology" includes any and all of Assignor's inventions, ideas, and products relating to "HVAC" applications including without limitation condensate pan rehabilitation (along with all trade secrets and know-how relative thereto whether patentable or not) and including but not limited to all claims included in the following patent applications:

#### ABSTRACT:

The present invention relates to composite coating systems and methods for the manufacture and reconstruction of condensate pans, floors or other internal structures of a heating ventilation and air conditioning (HVAC) or heating ventilation air conditioning and refrigeration (HVACR) unit. The composite coating system comprises a base epoxy coating and a top surface coating. The base epoxy coating is substantially free of volatile organic compounds (VOC's) and adheres to the condensate pans, floors or other internal structures of the HVAC or HVACR unit to fill pinholes and to provide corrosion and water resistance, and the top surface coating provides a barrier to high thermal exposure of the base coating.

Title: COMPOSITE COATING SYSTEMS FOR AIR HANDLING SYSTEMS

Serial No.: 11/184,637

Filed: July 19, 2005

Inventor: Bruce Torrey

Co-Inventor: Tom Clinton

The "Technology" also includes any renewal patents issued with respect to any of the above patent applications as well as any letters patent, any utility model registrations issued thereon, and any related reissues, divisions, continuations, or continuations-in-part.

Without limiting the description provided above, the "Technology" includes all enhancements, modifications, improvements and derivatives of such inventions, ideas, or products. Moreover, the "Technology" includes all products which include or incorporate any part of such inventions, ideas, and products. Therefore, for purposes of this Assignment, the "Technology" includes all other information relating to the design, manufacture, production, inspection, testing, marketing, sale or distribution of any such products, whether or not patentable and regardless of form in which such product may be embodied, and any other proprietary information or rights which Assignor now or hereafter owns or has the right to transfer.

For purposes of this Assignment, "know how" includes, but is not limited to, all production techniques, technical information, designs, processes, formulae, concepts, proposals, product specifications, manufacturing and engineering data, quality data, quality control procedures, computer software, and any knowledge, experience, scientific information, merchandising techniques, marketing or commercial information, or ideas disclosed, described or claimed therein, whether patentable or not.