

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2734345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INDUSTRIAL TUBE CLEANING INC.	01/31/2014
RECEIVING PARTY DATA	
Name:	NATIONAL HEAT EXCHANGE CLEANING CORP.
Street Address:	156 NULF DR.
City:	COLUMBIANA
State/Country:	OHIO
Postal Code:	44408
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29376553
Application Number:	13210714
Application Number:	09131025
CORRESPONDENCE DATA	
Fax Number:	(202)906-8669
Phone:	2029068790
Email:	SMCKEON@DYKEMA.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SHANNON MARIE MCKEON
Address Line 1:	1300 I STR., N.W.
Address Line 2:	SUITE 300
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	SHANNON MARIE MCKEON
Signature:	/Shannon Marie McKeon/
Date:	02/20/2014

**Total Attachments: 8**

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**PATENT**

**REEL: 032288 FRAME: 0436**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of August 21, 2013, by I.T.C. – Industrial Tube Cleaning Inc., a Pennsylvania corporation ("Assignor") and National Heat Exchange Cleaning Corp., an Ohio corporation ("Assignee")

### Background

WHEREAS, Assignor has previously been conducting a business which provides cleaning services for industrial heat exchangers and condenser tubing;

WHEREAS, in connection with that certain Purchase Agreement dated as of even date herewith to which Assignor and Assignee are among the parties (the "Purchase Agreement"), Assignor has decided it is in its best interest to transfer the Acquired Assets (including certain intellectual property of Assignor) to Assignee; and

WHEREAS, Assignor and Assignee have decided to enter into this Assignment to effectuate the contemplated transfer to Assignee of Acquired Assets which may be classified as intellectual property.

### Agreement

NOW, THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, all of Assignor's right, title and interest in and to the following (the "IP Assets")

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations set forth in Schedule 2 hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof;

(c) the copyright registration set forth in Schedule 3 hereto, and all issuances, extensions and renewals thereof;

(d) all rights of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all income, fees, royalties and payments and other proceeds now or hereafter due or payable under or with respect to any of the foregoing, including but not limited to payments under all licenses entered into in connection with any of the foregoing; and

(f) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, and any other national, federal and state government officials, to record and register this Assignment upon request by Assignee.

3. Representations and Warranties. Assignor hereby represents and warrants that, as of the date hereof:

(a) It has not otherwise transferred, conveyed, sold, leased, mortgaged, or offered as a security any right, title or any other interest in the IP Assets; and

(b) It has the full right to convey its right, title and interest in the IP Assets, free and clear of all liens, charges and encumbrances whatsoever.


4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same document.

5. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

**I. T. C. - INDUSTRIAL TUBE CLEANING INC.**

By:   
Name: Michael P. Antal  
Title: President

ASSIGNEE:

**NATIONAL HEAT EXCHANGE CLEANING  
CORP.**

By: \_\_\_\_\_  
Name: Carroll Joseph  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

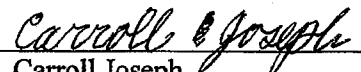
ASSIGNOR:

**I. T. C. - INDUSTRIAL TUBE CLEANING INC.**

By:   
Name: Michael P. Antal  
Title: President

ASSIGNEE:

**NATIONAL HEAT EXCHANGE CLEANING  
CORP.**

By:   
Name: Carroll Joseph  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

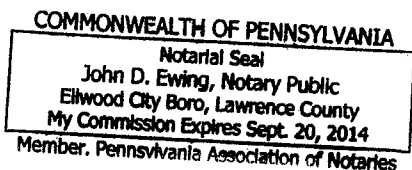
# ACKNOWLEDGMENT

STATE OF PA )  
 )  
COUNTY OF LAWRENCE )

ss.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL PATRICK ANTAL [name], PRESIDENT [title] of I.T.C. – Industrial Tube Cleaning Inc., a Pennsylvania corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as PRESIDENT [title], he signed and delivered this said instrument, pursuant to authority given by the Board of Directors of said company as his free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31<sup>st</sup> day of JAN ~~2013~~ 2014  
JDE



John D. Ewing  
Notary Public

Commission Expires: 9/20/14

**Schedule 1**

**PATENT**

IPC OWNED PATENTS AND PUBLICATIONS									
Inventor	Publication number	Publication date	Inventor(s)	Assignee	Application number	Date of application	Priority numbers	Status	Assignment on file
Pipe cleaning apparatus	US2001775 (E)	1/3/2002	ANTAL MICHAEL (US); ANTAL BRIAN (US)	IPC INC (US)	US 29/379,553	20103008		in force	Yes
Pipe Cleaning Apparatus	US2003042491 (A1)	2/23/2003	ANTAL MICHAEL P (US); ANTAL BRIAN (US)	IPC INC (US)	US 13/230,714	20110816	US 61/274,235 20100817	Pending (not in force yet)	Yes
Pipe cleaning apparatus	US6085375 (A)	7/11/2000	ANTAL MICHAEL P (US); ANTAL BRIAN D (US)	IPC INC (US)	US 09/351,023	19990907		in force	Yes



**Schedule 2**

**TRADEMARKS**

None.

**Schedule 3**

**COPYRIGHT**

None.