

MKS
8-7-98

08-11-1998

Key Docket No. AC-366



100789662

To the Honorable Commissioner of Patents

Original documents or copy thereof.

1. Name of conveying party(ies)

National Dynamics Corporation

- Individual(s)
- General
- Corporation State of Nebraska
- Other _____

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies.)

Name: Aqua-Chem, Inc.

Street Address: 7800 North 113th Street

City: Milwaukee State: WI ZIP: 53224

3. Nature of conveyance:

- Counterpart Assignments
- Security Agreement
- Other _____
- Merger
- Change of Name

- Individual(s) citizenship _____
- Association _____
- General _____
- Partnership _____
- Limited Partnership _____
- Corporation, State of Delaware
- Other _____

Execution Date: June 23, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration Nos.

1,455,141
1,963,346
1,766,540

Additional numbers attached? Yes No

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

Name: Amy J. Dropik

Internal Address: Whyte Hirschboeck Dudek S.C.

Street Address: 111 East Wisconsin Avenue
Suite 2100

City: Milwaukee State: WI ZIP: 53202

6. Total number of applications and registrations involved: three (3)

7. Total fee \$90.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number:

23-2053

08/10/1998 DNGUYEN 00000009 1435141

01 FC:481
02 FC:482

10.00
50.00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy J. Dropik
Name of Person Signing

Amy J. Dropik
Signature

August 6, 1998
Date

Total number of pages including cover sheet, attachments and documents = 7

Exhibit A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Max-Fire	United States	1,455,141
Max-Flow	United States	1,963,346
Quickcut	United States	1,766,540

TRADEMARK ASSIGNMENT

This Agreement is made as of this 23rd day of June, 1998, by and between NATIONAL DYNAMICS CORPORATION, a Nebraska corporation at P.O. Box 80404, Lincoln, Nebraska 68501 ("Assignor"), and AQUA-CHEM, INC., a Delaware corporation with offices at 7800 North 113th Street, Milwaukee, Wisconsin, 53224 ("Assignee").

WHEREAS, Assignor, and Assignee, among other parties, have entered into an Asset Purchase Agreement dated as of May 28, 1998 (the "Asset Purchase Agreement") pursuant to which Assignee desires to acquire certain of Assignor's tangible and intangible assets with respect to Assignor's ongoing business including, inter alia, the trademarks and registrations identified in Exhibit A attached hereto;

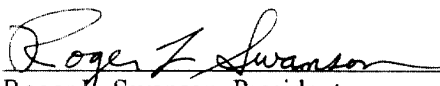
WHEREAS, Assignor has adopted, has used, and is currently using, the trademarks listed in Exhibit A, and is the owner of all rights, title and interests in and to the trademarks and registrations in the countries listed in Exhibit A;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the trademarks and registrations set forth in Exhibit A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the trademarks and trademark registrations listed in Exhibit A, together with the goodwill of the business symbolized by such marks.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Trademark Assignment in counterparts as of the date above written and in the capacities shown below.

NATIONAL DYNAMICS CORPORATION (Assignor)

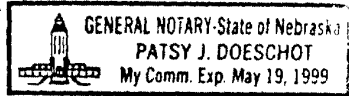
By: 
Roger L. Swanson, President

AQUA-CHEM, INC. (Assignee)

By: _____
Jeffrey A. Miller, President

STATE OF Nebraska)
)SS
COUNTY OF Lancaster)

On this 23rd day of June, 1998, personally appeared before me Roger L. Swanson, to me known and known to me to be the President of NATIONAL DYNAMICS CORPORATION, the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.



(SEAL)

Patsy J. Doeschot
Notary Public

My commission expires May 19, 1999

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

On this _____ day of June, 1998, personally appeared before me Jeffrey A. Miller, to me known and known to me to be a President of AQUA-CHEM, INC., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.

(SEAL)

Notary Public
My commission expires _____

TRADEMARK ASSIGNMENT

This Agreement is made as of this 23rd day of June, 1998, by and between NATIONAL DYNAMICS CORPORATION, a Nebraska corporation at P.O. Box 80404, Lincoln, Nebraska 68501 ("Assignor"), and AQUA-CHEM, INC., a Delaware corporation with offices at 7800 North 113th Street, Milwaukee, Wisconsin, 53224 ("Assignee").

WHEREAS, Assignor, and Assignee, among other parties, have entered into an Asset Purchase Agreement dated as of May 28, 1998 (the "Asset Purchase Agreement") pursuant to which Assignee desires to acquire certain of Assignor's tangible and intangible assets with respect to Assignor's ongoing business including, inter alia, the trademarks and registrations identified in Exhibit A attached hereto;

WHEREAS, Assignor has adopted, has used, and is currently using, the trademarks listed in Exhibit A, and is the owner of all rights, title and interests in and to the trademarks and registrations in the countries listed in Exhibit A;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the trademarks and registrations set forth in Exhibit A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest in and to the trademarks and trademark registrations listed in Exhibit A, together with the goodwill of the business symbolized by such marks.

IN WITNESS WHEREFOR, the parties have caused their duly authorized representatives to execute this Trademark Assignment in counterparts as of the date above written and in the capacities shown below.

NATIONAL DYNAMICS CORPORATION (Assignor)

By: _____
Roger L. Swanson, President

AQUA-CHEM, INC. (Assignee)

By:  _____
Jeffrey A. Miller, President

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of June, 1998, personally appeared before me Roger L. Swanson, to me known and known to me to be the President of NATIONAL DYNAMICS CORPORATION, the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.

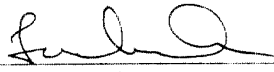
(SEAL)

Notary Public
My commission expires _____

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

On this 23rd day of June, 1998, personally appeared before me Jeffrey A. Miller, to me known and known to me to be a President of AQUA-CHEM, INC., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.

(SEAL)



Notary Public
My commission expires 1/31/99



AMY J. DROPIK
DIRECT DIAL (414) 274-3932
AID@WHDLAW.COM

August 6, 1998

VIA EXPRESS MAIL NO. EM598120825US

Commissioner of Patents and Trademarks
Office of Public Records
Atten: Customer Service Counter
1213 Jefferson Davis Highway, Third Floor
Arlington, Virginia 22202

RECORDED
9/1/98
ASSIGNED

Re: Recordation of Counterpart Trademark Assignment Documents

Dear Sir:

Enclosed please find the following documents for recordation:

1. Copy of two counterpart trademark assignment documents;
2. Recordation form cover sheet;
3. A check in the amount of \$90.00 (\$40.00 for the first mark and \$25.00 for each additional mark); and
4. A return postcard.

Please affix your "received date-stamp" on the enclosed postcard and return it to me at your earliest opportunity. Once the counterpart trademark assignment documents have been recorded against the trademarks listed on the recordation form cover sheet, please return the notice of recordation document to my attention.

Please charge any underpayment or credit any overpayment to our Deposit Account No. 23-2053. If you have any questions, please call me at my direct number, (414) 274-3932.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Amy J. Dropik', is written over the typed name.

Amy J. Dropik
Paralegal

Enclosures

c: Mark R. Farris, Esq. (without enclosures)