

10-19-1998

U.S. Department of Commerce
Patent and Trademark Office

RE

ET

10-15-98



100855091

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JASON NEVADA, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (State- Nevada)
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 5, 1998

2. Name and Address of receiving party(ies)

Name: BRADEN NEVADA, INC.

Address: 411 East Wisconsin Avenue
Suite 2500
Milwaukee, Wisconsin 53202

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation (State - Nevada)
☐ Other _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a 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)

(74/716,087) 74,716,087

B. Trademark Registration No.(s)

(2,107,670 1,789,105
 1,785,232 1,911,069
 2,118,311)

Additional numbers attached? ☐ Yes ☒ No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved. 67. Total fee (37 CFR 3.41)..... \$ 165.00☒ Enclosed

☒ Any deficiency is authorized to be charged to
 Deposit Account No. 111098.

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

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.

HAYLEY M. SMITH

Name of Person Signing

Hayley M. Smith

Signature

10/9/98

Date

10/16/1998 SSMITH 00000021 2107670

01 FC:481
02 FC:482

10.00.00
125.00.00

Number of pages including cover sheet, attachments, and document: _____

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 1800 FRAME: 0593

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective 11:57 p.m. eastern daylight savings time the 5th day of June, 1998, is between JASON NEVADA, INC., a Nevada corporation ("Assignor") and BRADEN NEVADA, INC., a Nevada corporation ("Assignee").

RECITALS

A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.

B. The Assignor desires to assign all its right, title and interest in these properties to the Assignee and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Patents and Inventions. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to the patents, patent applications and patentable inventions listed in Schedule A attached hereto, and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions, reissues or reexaminations that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based.

2. Assignment of Trade Secrets. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how solely related to the Business as defined in the Purchase Agreement of even date.

3. Assignment of Trademarks. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule B attached hereto, along with all renewals and

extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, and all of the goodwill associated with all such trademarks, as well as any other trademark rights solely related to the Business.

4. Assignment of Copyrights. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to any copyrightable works, copyright registrations and applications for copyright registration related solely to the Business, including without limitation all of the exclusive rights listed in 17 U.S.C. § 106 and any copyright renewal and extension terms available for any such registrations in the United States and all foreign countries, and in and to any copyright registrations that may result from such applications.

5. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement or unauthorized use of any of the intellectual properties specified in Paragraphs 1 through 4 above that may have accrued prior to the execution date of this Agreement.

6. Further Assurances. The Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and (3) in the implementation or perfection of this Assignment.

[Signatures and notarizations on following page.]

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

For ASSIGNOR, JASON NEVADA, INC.:

BY: Vincent L. Martin
Printed Name: VINCENT L. MARTIN
Title: VICE PRESIDENT

State of New York)
 : SS
New York County)

On this 5th day of June, 1998, before me appeared Vincent L. Martin to me personally known, who, being by me duly sworn, did say that he is VP of Jason Nevada, Inc., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Beverly A. Webb
Notary Public, State of New York
My commission BEVERLY A. WEBB
Notary Public, State of New York
No. 24-4867475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 1998

For ASSIGNEE, BRADEN NEVADA, INC.:

BY: Vincent L. Martin
Printed Name: VINCENT L. MARTIN
Title: VICE PRESIDENT

State of New York)
 : SS
New York County)

On this 5th day of June, 1998, before me appeared Vincent L. Martin to me personally known, who, being by me duly sworn, did say that he is V.P. of Braden Nevada Inc., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Beverly A. Webb
Notary Public, State of New York
My commission BEVERLY A. WEBB
Notary Public, State of New York
No. 24-4867475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 1998

SCHEDULE A

| PATENTS | |
|--|-------------------|
| Title | Patent No. |
| | |
| Radiation Resistant Door Seal | 4,817,337 |
| Exhaust Gas Interface | 5,669,812 |
| Exhaust Gas Interface | CA2184793 |
| Exhaust Gas Interface | EP791726 |
| Exhaust Silencer Panel for Gas Turbine | 5,715,672 |
| Discharge System for Combustion Gases | 5,322,087 |
| Channel Provided with Valve | EP273498 |
| Channel Provided with Valve | NL8603075 |
| Channel Provided with Valve | DE3764076 |
| Discharge System for Combustion Gases | NL9101782 |
| Discharge System for Combustion Gases | EP538918 |
| Discharge System for Combustion Gases | CA2078159 |
| Discharge System for Combustion Gases | DE69206383 |
| Discharge System for Combustion Gases | ES2082352 |
| Discharge System for Combustion Gases | 5,503,221 |
| Discharge System for Combustion Gases | AT130907 |
| Discharge System for Combustion Gases | RU2094619 |
| Discharge System for Combustion Gases (Sloped Valve) | NL9101570 |
| Discharge System for Combustion Gases (Sloped Valve) | EP533282 |
| Discharge System for Combustion Gases (Sloped Valve) | CA2078158 |
| Discharge System for Combustion Gases (Sloped Valve) | ES2082351 |
| Discharge System for Combustion Gases (Sloped Valve) | RU2067731 |

SCHEDULE B

| TRADEMARKS | | | |
|-------------------|-------------|-----------------------------|-------------------|
| Country | Mark | Reg. No. | Grant Date |
| United States | Excel | 2,107,670 | 10/21/97 |
| United States | PFS | Ser. App. No. 74/716,087 | Filed: 08/07/95 |
| United States | Braden | 1,789,105 | 08/24/93 |
| United States | Braden | 1,785,232 | 08/03/93 |
| United States | Braden | 1,911,069 | 08/15/95 |
| United States | Tricel | 2,118,311 | 12/02/97 |
| Belgium | Braden | 531,486 | 02/18/93 |
| Denmark | Braden | VR074451993 | 10/22/93 |
| Egypt | Braden | 85,902 | 04/02/97 |
| Finland | Braden | 135,462 | 12/20/94 |
| France | Braden | 93454672 | 02/10/93 |
| Germany | Braden | 2,051,884 | 12/13/93 |
| Great Britain | Braden | A1,526,888 | 01/28/94 |
| Indonesia | Braden | 314,872 | 11/02/94 |
| Japan | Braden | 3,221,412 | 11/29/96 |
| Norway | Braden | 162,104 | 04/07/94 |
| Singapore | Braden | 972/93 | 09/04/92 |
| Sweden | Braden | 261,649 | 11/11/94 |
| Taiwan | Braden | 619,434 | 11/01/93 |
| India | Braden | 591,267 | |

MW744977GLP:CLA 06/03/98

RECORDED: 10/15/1998

TRADEMARK
REEL: 1800 FRAME: 0598