

MD 10/28/98

U.S. Department of Commerce  
Patent and Trademark Office

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IEET

To the Honorable Commissioner of Patents and



inal documents or copy thereof.

1. Name of conveying party(ies):

100867093

Address of receiving party(ies)

DELTAK NEVADA, INC.

Name: DELTAK, L.L.C.

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

Address: 13330 12th Avenue North  
Plymouth, MN 55441

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

3. Nature of conveyance:

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

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation (State - )  
☒ Other Delaware Limited Liability Company

Execution Date: June 5, 1998

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)

B. Trademark Registration No.(s)

1,017,375 1,026,140

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: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00  
☒ 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

Total number of pages including cover sheet, attachments, and document: 7

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

11/02/1998 DMEUYEN 00000009 111098 1017375

01 FC:481 40.00 OP  
02 FC:482 15.00 CH 10.00 OP

TRADEMARK  
REEL: 1806 FRAME: 0685

# ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective 11:58 p.m. eastern daylight savings time the 5th day of June, 1998, is between DELTAK NEVADA, INC., a Nevada corporation ("Assignor") and DELTAK, L.L.C., a Delaware limited liability company ("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 or reissuances 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, DELTAK NEVADA, INC.:

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

State of NEW YORK)  
: SS  
NEW YORK County )

On this 5<sup>TH</sup> 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 DELTAK NEVADA, INC., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

*Beverly A. Werb*  
Notary Public, State of NEW YORK  
My commission 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, DELTAK, L.L.C.:

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

State of NEW YORK)  
: SS  
NEW YORK County)

On this 5<sup>TH</sup> 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 PRESIDENT of DELTAK L.L.C., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

*Beverly A. Werb*  
Notary Public, State of NEW YORK  
My commission BEVERLY A. WERB  
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**

<b>PATENTS AND PATENT APPLICATIONS</b>	
<b>Title</b>	<b>Patent No.</b>
Safety Vent and Deflector for a Pressurized Vessel	5,415,198
Fluid Jack for a Heat Exchanger	5,219,150
Boiler Tube Support	5,136,985
Heat Exchanger with Movable Tube Assemblies	5,131,459
Heat Exchanger with Movable Tube Assemblies	EP0536962
Apparatus and Method for Soot Cleaning in High-Pressure Heat Exchangers	4,421,067
Apparatus and Method for Soot Cleaning in High-Pressure Heat Exchangers	CA1199022
Heat Recovery Boiler for High Pressure Gas	4,414,923
Heat Recovery Boiler for High Pressure Gas	CA1189752
Waste Heat Boiler for Abstraction of Heat Energy from Gaseous Effluent Containing Corrosive Chemical Contaminants	4,188,916
Waste Heat Watertube Boiler	4,153,012
Vertical Firetube Waste Heat Boiler	3,976,033
Vertical Firetube Waste Heat Boiler	RE30033
Coal Fired Package Boiler	3,971,345
Fume Incinerator	3,867,102

PATENT APPLICATIONS		
Title	Application Number	Filing Date
Heat Exchanger with Movable Tube Assemblies	92309038.5 - Belgium	
Heat Exchanger with Movable Tube Assemblies	69220445.8 - Germany	
Heat Exchanger with Movable Tube Assemblies	92309038.5 - France	
Heat Exchanger with Movable Tube Assemblies	92309038.5 - Italy	
Heat Exchanger with Movable Tube Assemblies	92309038.5 - Great Britain	
Steam Separator Including an Interim Baffle with Openings Defining Steam Ports and a Water Flow Surface	08/600,590	02/13/96
Retractable, Sealed Sootblower for High Pressure, High Temperature Applications	08/638,952	Allowed - will issue as U.S. Patent No. 5,765,510 on 06/16/98

# Trademarks

## SCHEDULE B

TRADEMARKS			
Country	Mark	Reg. No.	Grant Date
United States	DC	1,017,375	08/05/75
United States	DC Deltak Corp.	1,026,140	12/02/75
Denmark	DC Deltak	Reg. No. VR 365 1980	01/18/80
Norway		113,235	2/24/83
Ireland	Deltak	93,328	10/12/78
Great Britain	Deltak	1,102,709	10/10/78
France	DC Deltak Corp.	1,529,617	12/21/78
West Germany	Deltak	991,624	10/11/79
Benelux	DC Deltak	355,509	10/12/78
Canada	Deltak & Design	247,616	07/04/80
Spain	DC Deltak	889,102	07/05/79
Italy	Deltak	363,329	11/16/78
Austria	Deltak	90,826	04/04/79
Switzerland	DC Deltak	296,978	11/16/78
Australia	Deltak & Design	325,720	01/12/79
New Zealand	Deltak & Design	125,723	11/03/78
West Germany	DC	993,153	11/13/79
Austria	DC	90,541	02/27/79
Vietnam	Deltak	10,011	12/14/93
Colombia	DC Design	158969	04/26/94
China	DC Design	780765	10/06/95
China	Deltak	780772	10/06/95