

11-25-1998

U.S. Department of Commerce
Patent and Trademark Office



OF



10-22-1998

100910767

D

To the Honc

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BRADEN NEVADA, INC.

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

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

2. Name and Address of receiving party(ies)

Name: BRADEN MANUFACTURING, L.L.C.

Address: 5199 North Mingo Road
P.O. Box 1229
Tulsa, OK 74101

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 5, 1998

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

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

TRADEMARK FEE PROCESS.
RECEIVED
1998 OCT 22 P 4: 37

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

A. Trademark Application No.(s)

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

U.S. PATENT & TRADEMARK OFFICE

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: 6

7. 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

Total number of pages including cover sheet, attachments, and document: 6

11/23/1998 JWA/TM 00000000 00000000 00000000 00000000
01 FC:481
02 FC:482

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

TRADEMARK
REEL: 1818 FRAME: 0619

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 BRADEN NEVADA, INC., a Nevada corporation ("Assignor") and BRADEN MANUFACTURING, 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 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 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 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, 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. Werb
Notary Public, State of _____
My commission _____
BEVERLY A. WERB
Notary Public, State of New York
No. 04-020475
Qualified in New York County
Certificate filed in New York County
Commission Expires August 21, 1999

For ASSIGNEE, BRADEN MANUFACTURING, L.L.C.:

BY: Vincent L. Martin
Printed Name: VINCENT L. MARTIN
Title: 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 VICE PRESIDENT of BRADEN MANUFACTURING, 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 _____
My commission _____

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 AND TRADEMARK APPLICATIONS			
Country	Mark	Reg. No.	Grant Date
United States	Excel	2,107,670	10/21/97
United States	PFS	App. Ser. 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
BeneLux	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	

MW744979GLP:CSA 06/03/98

RECORDED: 10/22/1998

TRADEMARK
REEL: 1818 FRAME: 0624