

04-15-1999

ET

To the Honorable Commission

agents or copy thereof.

1. Name of conveying party(ies):
Valley Systems, Inc., a Delaware Corporation
Valley Systems of Ohio, Inc., an Ohio Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Other
☒ Corporation(s)-State Delaware and Ohio, respectively
☐ Limited Liability Corporation-State

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: January 5, 1999

101011344

Name: HydroChem Industrial Services, Inc.

Internal Address:

Street Address: 900 Georgia AvenueCity: Deer Park State: Texas ZIP: 77536

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

B. Trademark Registration No.(s)

1,403,768 1,646,276
2,203,701 1,649,025
1,653,895

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael A. Davis, Jr.

Internal Address:

Street Address: Haynes and Boone LLP600 Congress Avenue, Suite 1600City: Austin State: Texas ZIP: 78701

6. Total number of applications and registrations involved: ...

5

7. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number:

08-1394

(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.

Michael A. Davis, Jr. Reg. No. 35,488

Name of Person Signing

Signature

Date

Total Number of Pages Comprising Cover Sheet

1

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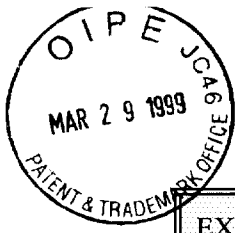
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Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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EXPRESS MAIL NO.: EL103590091US DATE OF DEPOSIT: 3-29-99

This paper and fee are being deposited with the U.S. Postal Service Express Mail Post Office to Addressee service under 37 CFR §1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231

Tanya Wyche
Name of person mailing paper and fee

Tanya Wyche
Signature of person mailing paper and fee



INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") is entered into as of January 1, 1999 ("Effective Date"), by and between Valley Systems, Inc., a Delaware corporation (including all prior subsidiaries) having a place of business at 11580 Lafayette Drive, Canal Fulton, Ohio 44614, Valley Systems of Ohio, Inc., an Ohio corporation (including all prior subsidiaries) having a place of business at 11580 Lafayette Drive, Canal Fulton, Ohio 44614 (hereinafter collectively referred to as "Valley"), and HydroChem Industrial Services, Inc., a Delaware corporation having a place of business at 900 Georgia Avenue, Deer Park, Texas 77536 (hereinafter "HydroChem").

RECITALS

WHEREAS, Valley has certain intellectual property;

WHEREAS, Valley has agreed to assign (to HydroChem) Valley's entire right, title and interest in and to such intellectual property to the extent set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the foregoing and the mutual covenants and promises contained herein, the parties hereby agree as follows.

ARTICLE I

Transfer of Assets

Section I.1 Agreement to Transfer and Transfer. Upon and subject to the terms and conditions of this Agreement, as of the Effective Date, Valley hereby sells, assigns, agrees to assign, grants, transfers, conveys and delivers to HydroChem (and its successors and assigns) all of Valley's right, title, and interest (past, present, future, and throughout the world) in and to the following intellectual property (the "Intellectual Property"), including, without limitation: all registrations and applications pertaining thereto; all the rights, claims and privileges that inhere therein or pertain thereto; the right to sue and recover damages for past, present and future infringement or violation thereof; and the right to stand in the place of Valley in all matters related thereto:

- (a) all tradenames, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, in any form or embodiment thereof, registered and unregistered, throughout the world, relating to Valley's business and owned by Valley, including, without limitation, the marks which are the subject of the registrations and applications identified in Exhibit A attached hereto (the "Marks"), together with the goodwill of the business connected with the use of and symbolized by the Marks;
- (b) all patents and patent applications (respectively issued or filed throughout the world) owned by Valley, as well as any provisionals, extensions, substitutes, renewals, divisionals, continuations, continuations-in-part, reexaminations and reissues thereof and any applications or patents that claim priority therefrom, including, without limitation, any foreign counterparts thereof and those patents and patent applications identified in Exhibit B attached hereto, together with the underlying inventions described therein;
- (c) all copyrights owned by Valley; and

- (d) all other intellectual property owned by Valley, irrespective of whether patented, including, without limitation, trade secrets, confidential Material (as defined below), know-how and any other intellectual property protection and intangible legal rights and interests, of any one or more countries, including for example but not limited to (i) any publicity or privacy right, (ii) any utility model or application therefor, (iii) any industrial model or application therefor, (iv) any certificate of invention or application therefor, and (v) any substitute, renewal or extension of any such application.

“Material” shall mean: (a) any work of authorship, idea, procedure, process, system, method, concept, principle, discovery, invention, art, machine, manufacture, composition of matter, material, improvement, formula, pattern, device, compilation, information, list, article, code, matter, program, technique, apparatus, algorithm, design, circuitry, hardware, firmware, software, product or data, irrespective of whether patentable or copyrighted, and (b) any portion, copy and extract of such Material, in tangible or intangible form, in any media.

Section I.2 Authorization. Valley does hereby, without reservation, irrevocably authorize HydroChem and its successors, assigns, nominees, representatives and designees to prepare and make, in HydroChem’s own name, any filing in any country, and to claim any right of priority without further authorization from Valley so that the Intellectual Property issues in the name of HydroChem or its successors or assigns.

Section I.3 Cooperation. Valley represents, warrants and covenants that Valley shall, at the request of HydroChem, or any of its successors, assigns, nominees, representatives and designees, in every way cooperate and do everything that HydroChem or any one or more of its successors, assigns, nominees, representatives and designees may reasonably consider necessary or appropriate to assist HydroChem and its successors, assigns, nominees, representatives and designees to prepare and make any filing in any country to apply for, prosecute, register, evidence, defend, obtain, hold, secure, vest title (in HydroChem) to, protect, perfect, maintain, uphold and enforce the Intellectual Property.

Such cooperation includes for example but is not limited to: (a) communicating to HydroChem and its successors, assigns, nominees, representatives and designees any Material relating to creation, use, preparation, conception, reduction to practice, invention or discovery of any portion of the Intellectual Property; (b) testifying and rendering prompt assistance and cooperation in any legal proceedings (e.g. including but not limited to any opposition, cancellation proceeding, interference proceeding, priority contest, public use proceeding, reexamination proceeding, and court proceeding) involving any portion of the Intellectual Property; and (c) executing, verifying and delivering any assignments, oaths, declarations, powers of attorney, and other instruments and documents.

Section I.4 Power of Attorney. If Valley fails or refuses to execute any such assignment, oath, declaration, power of attorney, instrument or document, Valley hereby designates and appoints HydroChem (and its successors and assigns) as Valley’s true and lawful agent and attorney-in-fact (such agency and power of attorney being irrevocable by Valley and coupled with an interest in favor of HydroChem and its successors and assigns), with full power of substitution, to act for Valley and in Valley’s behalf to do any lawfully permitted act in furtherance of the purposes of Sections I.2 and I.3 (e.g. including but not limited to executing, verifying and filing such assignments, oaths, declarations, powers of attorney, and other instruments and documents) in Valley’s name and stead but on behalf of and for the benefit of HydroChem and its successors and assigns, with the same legal force and effect as if Valley performed such act, irrespective of whether in Valley’s name or HydroChem’s name or otherwise.

ARTICLE II

Miscellaneous Provisions

Section II.1 Governing Law. THIS AGREEMENT, AND ALL QUESTIONS RELATING TO ITS VALIDITY, INTERPRETATION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, PROVISIONS CONCERNING LIMITATIONS OF ACTION), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF) APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

Section II.2 Binding Effect; Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section II.3 Successors and Assigns. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other parties hereto; provided, however, that HydroChem's or its successors' or assigns' rights hereunder may be assigned or otherwise transferred, in whole or in part, without any other party's consent (i) to any successor by merger or consolidation or (ii) to any individual, partnership, corporation or other entity deriving title from HydroChem or its successors or assigns to all or substantially all of the assets as constituted on the date of any such transfer, provided that no such assignment shall effect a release of HydroChem or its successors or assigns from any liabilities or obligations hereunder.

Section II.4 Notices. Any notice, consent, approval, request, demand or other communication required or permitted hereunder must be in writing to be effective and shall be deemed delivered and received (i) if personally delivered or delivered by telecopy with electronic confirmation, when actually received by the party to whom sent, or (ii) if delivered by mail (irrespective of whether actually received), at the close of business on the third business day next following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Buyer:

HydroChem Industrial Services, Inc.
5956 Sherry Lane, Suite 930
Dallas, Texas 75225
Attention: Chief Executive Officer
Facsimile No.: (214) 361-4715

with a copy to:

Haynes and Boone, LLP
600 Congress Avenue, Suite 1600
Austin, Texas 78701
Attention: Dennis R. Cassell
Facsimile No.: (512) 867-8470

If to Seller or VSI:

Valley Systems, Inc.
11580 Lafayette Drive, NW
Canal Fulton, Ohio 44614
Attention: Chief Executive Officer
Facsimile #: (330) 854-3444

with a copy to:

Arnall Golden & Gregory, LLP
2800 One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Jonathan Golden
Facsimile #: (404) 873-8701

(or to such other address as any party shall specify by written notice so given).

Section II.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. It is not necessary that each party hereto execute the same counterpart, so long as identical counterparts are executed by all parties.

Section II.6 Headings. Headings of the Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

Section II.7 Waivers. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

Section II.8 Incorporation of Exhibits and Schedules. All Exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

Section II.9 Severability. If for any reason whatsoever, any one or more of the provisions hereof shall be held or deemed to be illegal, inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision illegal, inoperative, unenforceable or invalid in any other case or of rendering any of the other provisions hereof illegal, inoperative, unenforceable or invalid. Furthermore, in lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this Agreement, a provision similar in terms of such illegal, invalid, unenforceable or inoperative provision as may be possible and as shall be legal, valid, enforceable and operative.

Section II.10 References. The use of the words "hereof," "herein," "hereunder," "herewith," "hereto," "hereby," and words of similar import shall refer to this entire Agreement, and not to any particular article, section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

Section II.11 Gender; Plural and Singular. Where the context hereof so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.

Section II.12 Cumulative Rights. All rights and remedies specified herein are cumulative and are in addition to, not in limitation of, any rights or remedies the parties may have at law or in equity, and all such rights and remedies may be exercised singularly or concurrently.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf as of the Effective Date, notwithstanding any later date set forth below.

VALLEY SYSTEMS OF OHIO, INC.

By: Ed Strickland
Ed Strickland
President and Chief Executive Officer

State of Texas

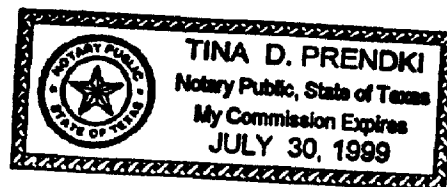
County Of Harris

I, Tina D. Prendki, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Strickland 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 he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of January, 1999.

Tina D. Prendki
Notary Public

(SEAL)



VALLEY SYSTEMS, INC.

By: Ed Strickland
Ed Strickland
President and Chief Executive Officer

State of Texas
County Of Harris

I, Tina D. Prendki, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Strickland 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 he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of January, 1999.

Tina D. Prendki
Notary Public

(SEAL)



HYDROCHEM INDUSTRIAL SERVICES, INC.

By: Pelham H.A. Smith
Pelham H.A. Smith
Vice President

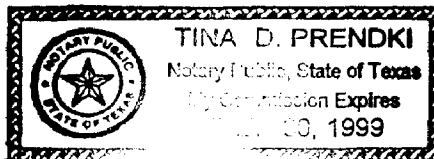
State of Texas
County Of Harris

I, Tina D. Prendki, a Notary Public in and for the County and State aforesaid, do hereby certify that Pelham H.A. Smith 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 he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 5th day of January, 1999.

Tina D. Prendki
Notary Public

(SEAL)



**EXHIBIT A
TO THE INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

United States Marks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WATER LASER	1,403,768	8/5/86
VALLEY SYSTEMS	1,646,276	5/28/91
BLAZER VAC	2,203,701	11/17/98
VALLEY SYSTEMS & Design	1,649,025	6/25/91
Design	1,653,895	8/13/91

EXHIBIT B
TO THE INTELLECTUAL PROPERTY TRANSFER AGREEMENT

Issued United States Patents

<u>Utility Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,562,043	10/08/96	Rail and carriage system with magnetically adhered plastic track
4,715,539	12/29/87	High pressure water jet tool and seal
4,449,739	5/22/84	Rotary coupling

<u>Design Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
295,777	5/17/88	Rotary high pressure water jet cleaning tool

United States Patent Applications with Serial Numbers

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/137,994	8/21/98	High pressure cleaning and removal system
08/893,729	7/11/97	High pressure cleaning and removal system