

03-06-2001

**D**  
OFFICE  
FOR TRADEMARKS

**ASSIGNMENT**



101626481

To the Honorable Commissioner of Patents and Trademarks:

**1. Name of conveying party(ies):**

Southwestern Wire Cloth, Inc.

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

Madison Denver Inc.  
604 North Redbud  
Broken Arrow, Oklahoma 74012

Individual(s)  
 General Partnership  
 Corporation  
(State of Oklahoma)

Association  
 Limited Partnership  
 Other

Individual(s)  
 General Partnership  
 Corporation  
(State of Delaware)

Association  
 Limited Partnership  
 Other

If assignee is not described in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignments)

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

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

**3. Nature of Conveyance:**

Assignment  
 Merger  
 Security Agreement  
 Change of Name  
 Other



02-16-2001

U.S. Patent & TM Office/TM Mail Report Dt. #71

Execution Date: August 24, 2000

**4. Application Nos. or Registration Nos.:**

A. Trademark Application No.(s) 75/555,949  
Additional Numbers Attached?  Yes  No

B. Trademark Registration No.(s) 2,037,890 2,245,039  
2,264,721 2,266,872  
Additional Numbers Attached?  Yes  No

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

Mark G. Kachigian  
Head, Johnson & Kachigian  
228 West 17<sup>th</sup> Place  
Tulsa, Oklahoma 74119

**6. Total number of applications/registrations involved: 5**

**7. Total fee (37 CFR 3.41): \$140.00**

Enclosed  
 Authorized to be charged to deposit account  
 Any fees, charges or credits necessary during the prosecution of this application may be charged to the deposit account of the undersigned, No. 08-1500, unless otherwise notified.

**8. Deposit account number: 08-1500**

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

**9. Statement and signature.**

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

Mark G. Kachigian  
Name of Person Signing

*Mark G. Kachigian*  
Signature

2/13/01  
Date

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40.00 UP  
106.00 UP

03/05/2001 BYTME

01 FC:481  
02 FC:482

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**REEL: 002244 FRAME: 0649**

**BILL OF SALE AND ASSIGNMENT**

**BE IT KNOWN BY THESE PRESENTS:**

THAT Southwestern Wire Cloth, Inc., an Oklahoma corporation ("Seller"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Purchaser, the receipt and adequacy of which are hereby acknowledged, does hereby sell, transfer, assign, convey and deliver to Madison Denver Inc., a Delaware corporation ("Purchaser"), all of Seller's right, title and interest in and to all of the assets, properties and rights of Seller, including without limitation all of the assets, properties and rights described below, but excluding the Retained Assets (as hereinafter defined) (collectively, the "Assets"):

(a) the Real Property (which term and other capitalized terms used herein without definition have the respective meanings set forth in Exhibit A hereto);

(b) the Tangible Personal Property;

(c) the Permits;

(d) the Contracts;

(e) Seller's Intellectual Property Rights;

(f) the Leases;

(g) the Inventory;

(h) the Accounts Receivable and prepaid expenses of Seller;

(i) the Goodwill;

(j) all books, records (financial or otherwise), files, documents, papers and agreements of Seller which relate to the Assets or the Business, including all operating, maintenance, vendor, landowner, computer, employee and environmental records and files; and

(k) all other property of any kind, tangible and intangible, real, personal and mixed (including without limitation those items set forth in the books and records of Seller) and all other rights and benefits to which Seller may be entitled relating to the Assets or the Business.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever.

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Anything herein to the contrary notwithstanding, Seller shall retain the following assets, and such assets shall not be included in the term "Assets": all cash and cash equivalents of Seller; the Norman Life Insurance; Seller's corporate and Tax records; rights and benefits under the Purchase Agreement (as hereinafter defined) and under all documents, instruments and agreements executed and delivered in connection with the Purchase Agreement; rights related to the Retained Liabilities; stockholder receivables; and the other items listed on Schedule 2.2 (collectively, the "Retained Assets").

Except as set forth in Schedule 4.1(g)A, Seller has good and marketable title to all of the Assets, and the Assets are conveyed to Purchaser hereby free and clear of any Liens (other than Permitted Liens). EXCEPT AS MAY BE EXPRESSLY STATED HEREIN OR IN THE PURCHASE AGREEMENT, THE ASSETS ARE BEING SOLD WITHOUT WARRANTY, EXPRESS OR IMPLIED, REGARDING THE OPERATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF THE ASSETS, AND PURCHASER IS BUYING THE ASSETS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS.

This Bill of Sale and Assignment is executed by Seller pursuant to the Asset Purchase Agreement, dated of even date herewith, among Seller, Purchaser, Seller's stockholders and Robert E. Norman (the "Purchase Agreement").

Dated as of the 24<sup>th</sup> day of August, 2000.

Southwestern Wire Cloth, Inc.

By:   
Robert E. Norman  
Chief Executive Officer

**SCHEDULES**

- Schedule 2.1(a) - Real Property
- Schedule 2.1(b) - Tangible Personal Property
- Schedule 2.1(c) - Permits
- Schedule 2.1(d) - Contracts
- Schedule 2.1(e) - Seller's Intellectual Property Rights
- Schedule 2.1(f) - Leases
- Schedule 2.2 - Additional Retained Assets
- Schedule 4.1(g)A - Title to Assets

**EXHIBIT A**

**DEFINED TERMS**

"Accounts Receivable" means any and all accounts receivable of Seller, excluding receivables included in the Retained Assets.

"Business" means the business of manufacturing and distributing industrial wire cloth and related products.

"Contracts" means any and all written and oral agreements, contracts, commitments and understandings to which Seller is a party, by which Seller is directly or indirectly bound, or to which any asset of Seller may be subject, in each case as amended and supplemented, including without limitation the items set forth on Schedule 2.1(d), but excluding those relating to or included in the Retained Assets or the Retained Debt, any and all employment agreements to which Seller is a party, and the Leases.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Goodwill" means the intangible asset associated with Seller and the Business, to which a portion of the purchase price paid by Purchaser to Seller is allocated.

"Governmental Authority" means any national, state, provincial, county or municipal government, domestic or foreign, any agency, board, bureau, commission, court, department or other instrumentality of any such government, or any arbitrator in any case that has jurisdiction over Purchaser or Seller, as the case may be, or any of its properties or assets.

"Intellectual Property Rights" means any and all proprietary and technical information, trade names (registered and unregistered), trade secrets, patents and patent rights, patent applications, service marks (registered and unregistered), trademarks (registered and unregistered), trademark and service mark registrations and applications, customer and supplier lists, price lists, advertising and promotional materials, field performance data, research materials, royalty rights, copyrights, other proprietary intangibles, computer programs, databases, processes, technical know-how, business know-how, drawings, plats, surveys, designs, plans, methods, engineering and manufacturing specifications, technology, inventions, processes, methods, formulas, procedures, and operating and quality control manuals and data.

"Inventory" means any and all inventory and other supplies, whether on hand or on order, including without limitation all raw materials and other materials used or consumed in the course of the Business, work in process, labeling and packaging, products or goods ordered or held for

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shipment or in transit and other finished products and goods, excluding any goods consigned to Seller by a third Person.

"Leases" means any and all leases of real or personal property (including without limitation capital and operating leases) to which Seller is a party, as any of such leases may have been amended or supplemented, all of which are set forth on Schedule 2.1(f); provided, however, the term "Leases" does not include the Lease Agreement for space located at 2021 S. Lewis, Tulsa, Oklahoma, which is included within the Retained Assets.

"Lien" means any lien, mortgage, security interest, pledge, restriction, burden, easement, right-of-way, restriction, servitude, permit, condition, covenant, exception, reservation or any other encumbrance of record.

"Material Adverse Effect" means a result or consequence that would materially adversely affect the condition (financial or otherwise), results of operations or business of Seller or the aggregate value of the Assets, or would materially impair the ability of Seller to own, hold, develop and operate its assets, or would impair Seller's ability to perform its obligations hereunder or consummate the transaction contemplated hereby.

"Norman Life Insurance" shall mean the split-dollar life insurance policy reflected in the balance sheets included in Seller's financial statements under the "Receivable from Affiliates" line item.

"Permits" means any and all permits, licenses, variances, exemptions, orders, franchises, approvals, consents, registrations and authorizations of all Governmental Authorities held by Seller relating to the ownership, use or operation of the Business or the Assets, including those set forth on Schedule 2.1(e).

"Permitted Liens" means: (a) Liens for Taxes, assessments or other governmental charges or levies if the same shall not at the particular time in question be due or delinquent; (b) Liens of carriers, warehousemen, mechanics, laborers, materialmen, landlords, vendors, workmen and operators arising by operation of law in the ordinary course of business or by a written agreement existing as of the date hereof for sums not yet due; (c) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation (other than ERISA) which would not, individually or in the aggregate, result in a Material Adverse Effect on Seller; (d) Liens incurred in the ordinary course of business to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance and repayment bonds and other obligations of a like nature; and (e) Liens incurred in the ordinary course of business or existing on property and not materially impairing the value of the Asset(s) subject to the Lien or interfering with the ordinary conduct of the business of Seller or rights to any of the Assets.

**"Real Property"** means any and all real and immovable property owned, leased or subleased by Seller, or in which Seller has acquired an interest, including without limitation buildings, structures, erections, fixtures, easements, rights-of-way, access rights, licenses, transferable permits and other appurtenances and improvements erected upon, attached to or used in connection with such real property, all of which are set forth on Schedule 2.1(a), but excluding the Lease Agreement included within the Retained Assets.

**"Retained Debt"** shall mean those items described on Schedule 2.6(a).

**"Retained Liabilities"** has the meaning given that term in the Assumption of Liabilities, dated of even date herewith, executed by Purchaser to and in favor of Seller.

**"Seller's Intellectual Property Rights"** means Intellectual Property Rights relating to the Assets or the Business, including without limitation the name "Southwestern Wire Cloth" and the items listed on Schedule 2.1(e), whether owned by Seller or used by Seller under license or other understanding or arrangement.

**"Tangible Personal Property"** means all plant, equipment, vehicles, machinery, manufacturing and laboratory equipment, testing equipment, gauges, valves, compressors, tanks, motors, parts, tools, pumps, controls, materials and supplies, computers, communications and office equipment, furnishings, furniture and other tangible property owned, leased or used by Seller, including without limitation the items set forth on Schedule 2.1(b), but excluding the tangible personal property of Seller located at 2021 South Lewis, Tulsa, Oklahoma.

**"Taxes"** means taxes of any kind, levies or other like assessments, customs, duties, imposts, charges or fees, including without limitation income, gross receipts, ad valorem, value added, excise, real or personal property, asset, sales, use, federal royalty, license, payroll, transaction, capital, net worth and franchise taxes, estimated taxes, withholding, employment, social security, workers' compensation, utility, severance, production, unemployment compensation, occupation, premium, windfall profits, transfer and gains taxes or other taxes imposed or payable to the United States or any state, local or foreign governmental subdivision or agency thereof, and in each instance such term shall include any interest, penalties or additions to tax attributable to any such tax, including without limitation penalties for the failure to file any tax return or report.

**SCHEDULE 2.1(a)  
BILL OF SALE AND ASSIGNMENT DATED AUGUST 24, 2000  
SELLER'S INTELLECTUAL PROPERTY RIGHTS**

**TRADEMARKS:**

VIBRE-MESH U.S. Trademark Registration No. 2,037,890 dated February 11, 1997  
XR MESH U.S. Trademark Registration No. 2,245,039 dated May 11, 1999  
DURA-FLOW XR U.S. Trademark Registration No. 2,266,872 dated August 3, 1999  
DURA-FLOW-SW U.S. Trademark Registration No. 2,264,721 dated July 27, 1999  
MAXIMIZER U.S. Trademark Application No. 75/555,949

**PATENTS ISSUED:**

**Flat Screen Panel for Crowned Deck Vibrating Shaker (Maximizer Screen)**  
U.S. Patent No. 5,927,511 issued 7/27/99  
Inventors: Terry L. Baltzer, Russell Allen Riddle  
Assignee: Southwestern Wire Cloth, Inc.  
Application open in most industrialized countries for Patent Cooperation Treaty (PCT).  
Also patent pending in Venezuela which does not recognize the PCT  
Will need to select countries to go forward in by November 2000  
PCT Application No. 99/10828

**Rectangular Opening Woven Screen Mesh for Filtering Solid Particles (OCR Mesh)**  
U.S. Patent No. 5,944,197 issued 8/31/99  
Inventors: Terry L. Baltzer, Robert E. Norman  
Assignee: Southwestern Wire Cloth, Inc.  
Patents pending in Canada & Australia  
Australian Pat. Serial No. 18433/99, Canadian Pat. App. No. 2,228,100

**Vibrating Screen Assembly With Improved Frame (VEM 100)**  
U.S. Patent No. 5,967,336 issued 10/19/99  
Inventors: Terry L. Baltzer, Robert E. Norman, Richard W. Von Drehle  
PCT patent pending in UK, Norway and Germany  
Separate patent pending in Australia  
PCT App. No. U898/16811, British Pat. App. No. 0002422.9, Norwegian Pat. App. No. 20000237,  
German Pat. Serial No. 19182630.3

**PATENTS PENDING (ALL U.S.):**

**Seal for Adjoining Screen Assemblies in Vibrating Machinery (VEM 100)**  
Application Serial No. 09/317,385 filed 5/24/99, continuation of  
Application Serial No. 08/922,203

**Vibrating Screen Assembly with Tubular Frame (VEM300)**  
Application Serial No. 09/420/089 filed 10/18/99, continuation of  
Application Serial No. 08/922,203 and a continuation of  
Application Serial No. 09/317/385

**Vibrating Screen Assembly of Dissimilar Materials (3x4)**  
Application Serial No. 09/347/672

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**PLEASE NOTE:**

Schedules 2.1(a), 2.1(b), 2.1(c), 2.1(d), 2.1(f), 2.2 and 4.1(g)A and page 2 of Schedule 2.1(e) have been intentionally omitted from this copy of the Bill of Sale and Assignment, since they are not relevant to the assignment of trademark applications, trademark application, patents and patents pending.

**RECORDED: 02/16/2001**

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