

03-09-2001

ocket No. W0512/2015 (PCL)

RECORD
TI



101631134
Patent and Trademark Office

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

2.9.01

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

1. Name of conveying party(ies):

U.S. Filter Surface Preparation Group, Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: February 7, 2001

2. Name and address of receiving party(ies)

Name: United States Filter Corporation
Street Address: 40-004 Cook Street
Palm Desert, CA 92211

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Delaware
- Other



02-09-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #34

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)
1,877,420

Additional numbers attached? Yes No

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

Name: Peter C. Lando
Address: WOLF, GREENFIELD & SACKS, P.C.
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed
 Please charge the amount of \$40.00 to Deposit Account No. 500214 to cover the filing fee

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

Peter C. Lando
Name

Signature

February 7, 2001
Date

Total number of pages including cover sheet, attachments, and document: [2]

Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513

7002/2001 00000130 500214 1977420

FD-431 40.00

500905.1

TRADEMARK
REEL: 002247 FRAME: 0690

ASSIGNMENT

WHEREAS, U.S. Filter Surface Preparation Group, Inc., a Delaware corporation, having an office and place of business at 215 Union Boulevard, Suite 315, Lakewood, CO 80228 has adopted and used the following marks and the trademark Registration:

SCHEDULE OF TRADEMARKS


MARK	REG. NO.	REG. DATE
ACCUSTRIP SYSTEM (& design)	1,877,420	February 7, 1995

WHEREAS, United States Filter Corporation, a Delaware corporation, having an office and place of business at 40-004 Cook Street, Palm Desert, CA 92211 is desirous of acquiring said mark and the registrations therefor.

NOW, THEREFORE, for one Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, said U.S. Filter Surface Preparation Group, Inc. without representations or warranties with respect to said trademarks or registrations or the title thereto does hereby assign unto the said United States Filter Corporation, all its rights, title and interest in and to the said marks and the registrations therefor, together with the goodwill of the business symbolized by said marks and the registrations therefor and including all rights to sue and recover for past infringement of said marks and the registrations therefor.

U.S. Filter Surface Preparation Group, Inc.

February 7, 2001
Date

By: 
Name: James W. Dierker
Title: Vice President, Controller & Treasurer

STATE OF CALIFORNIA :
COUNTY OF RIVERSIDE :

Subscribed to and sworn before me this 7th day of February 2001.




Samantha L. McAuliffe, Notary Public
My Commission Expires October 19, 2003

ASSET PURCHASE AGREEMENT

BY AND AMONG

CHURCH & DWIGHT CO., INC.

and

U.S. FILTER SURFACE PREPARATION GROUP, INC.

January 28, 1999

ASSET PURCHASE AGREEMENT (the "Agreement"),
dated as of January 28, 1999, by and among CHURCH &
DWIGHT CO., INC., a Delaware corporation ("Seller") and
U.S. FILTER SURFACE PREPARATION GROUP, INC., a
Delaware corporation ("Buyer").

TRADEMARK

REEL: 002247 FRAME: 0693

"Related Party" means (i) Seller, (ii) any Affiliate of Seller, (iii) any officer or director of any Person identified in clauses (i) or (ii) preceding and (iv) any spouse, sibling, ancestor or lineal descendant of any natural Person identified in any one of the preceding clauses.

"Retained Assets" shall have the meaning given that term in Section 2.2.

"Retained Liabilities" shall have the meaning given that term in Section 2.3.

"Seller" means Church & Dwight Co., Inc., a Delaware corporation.

"Seller Damages" shall have the meaning given that term in Section 6.3.

"Seller Indemnitees" shall have the meaning given that term in Section 6.3.

1.2 Construction. As used herein, unless the context otherwise requires: (i) references to "Article" or "Section" are to an article or section hereof; (ii) references to "Exhibits" and "Schedules" are to Exhibits and Schedules attached hereto and incorporated herein by reference and made a part hereof; (iii) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; and (iv) the headings of the various articles, sections and other subdivisions hereof are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof. Whenever the context so requires, the singular number shall include the plural, and the plural shall include the singular.

ARTICLE II THE TRANSACTION

2.1 ~~Sale and Purchase of Assets.~~ Seller hereby sells and transfers to Buyer, and Buyer purchases from Seller, all of Seller's right, title and interest in and to certain inventory, equipment and related products of Seller's ARMEX equipment business (as set forth below) existing on the date of this Agreement, free and clear of all Encumbrances. Buyer shall pay all freight and shipping costs related to the transfer of the Purchased Assets FOB Seller's delivery site. The assets transferred hereunder (collectively, the "Purchased Assets") include the following:

(i) ~~Certain machinery, equipment, tooling, dies, jigs, spare parts and supplies used in connection with Seller's ARMEX equipment business and identified on Schedule 2.1(i);~~

(ii) Certain inventory of raw materials, work-in-process, parts, subassemblies and finished goods, wherever located and whether or not obsolete or carried on Seller's books of account used in connection with Seller's ARMEX equipment business and identified on Schedule 2.1(ii);

(iii) Except as provided on Schedule 2.1(iii), all of Seller's goodwill and rights in and to any trademark, patent or service mark, or any variant of any of them, any applications therefor or registrations thereof, and any other tooling, drawings, manuals or other items related to the assets listed in (i) and (ii) above, as set forth on Schedule 2.1(iii).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHURCH & DWIGHT CO., INC.

By: *E. F. Wilcauskas*
Name: E. F. Wilcauskas
Title: President, Specialty Products Division

U.S. FILTER SURFACE PREPARATION
GROUP, INC.

By: *Thomas P. Warren*
Thomas P. Warren
President

SCHEDULE 2.1 (III) - CONTINUED

Tradenames

ACCUSTRIP SYSTEM

WADU

Exceptions to intellectual property rights included in the Purchased Assets and listed in this Schedule 2.1 (iii) -

None