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06-05-2001

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

**Bayne Machine Works, Inc.**

- Individual(s)
- General Partnership
- Corporation-State
- 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: **January 1, 2001**

2. Name and address of receiving party(ies)

Name: **Delaware Capital Formation, Inc.**

Internal

Address: **Attn: Ms. Amy Ward**

Street Address: **1403 Foulkstone Plaza, Suite 102**

City: **Wilmington** State: **DE** Zip: **19803**

- 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)

**1,891,941**

Additional number(s) attached  Yes  No

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

Name: **William H. Nehr Korn, Esq.**

Internal Address: \_\_\_\_\_

**Heil Environmental Industries, Ltd.**

Street Address: **P.O. Box 8676**

City: **Chattanooga** State: **TN** Zip: **37414**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

**William H. Nehr Korn**

Name of Person Signing

*William H. Nehr Korn* **May 14, 2001**  
Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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TRADEMARK  
REEL: 002308 FRAME: 0006

# TRADEMARK ASSIGNMENT

This Agreement is by and between **BAYNE MACHINE WORKS, INC.** ("Assignor") and **DELAWARE CAPITAL FORMATION, INC.** ("Assignee") effective as of January 1, 2001.

WHEREAS, Assignor is the owner of that certain trademark identified as U.S. Trademark No. 1,891,941 for **THINLINE** (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademark.

**2. Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, payable as of January 1, 2001.

**3. Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**4. Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**5. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**6. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**7. Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

**8. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**9. Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Delaware.

**ASSIGNEE**

Delaware Capital Formation, Inc.

Amy Ward  
Amy Ward

Title: President

**ASSIGNOR**

Bayne Machine Works, Inc.

William H. Nehrkorn  
William H. Nehrkorn

Title: V.P.

NOTARIZATION FORM

State of Tennessee

County of Hamilton

On this 27<sup>th</sup> day of March, 2001 before me, Sharon D. Caldwell, notary, personally appeared **William H. Nehrkorn**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature Sharon D Caldwell  
Notary

My Commission Expires: May 22, 2001

State of Delaware

County of New Castle

On this 2<sup>nd</sup> day of APRIL, 2001 before me, Patricia A Gill, notary, personally appeared **Amy Ward**, personally known to me (or proved to

me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(Seal)

Signature Patricia A. Gill  
Notary

My Commission Expires: 5/17/01

**PATRICIA A. GILL**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires May 17, 2001