

12-27-2001

12/18/01



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101926207 TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Procter & Gamble Company, The
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State (Ohio)
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Katadyn Holding AG
Internal Address: Birkenweg 4
Street Address: CH-8304 Wallisellen
City: Switzerland State: Zip:
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State Switzerland
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 07/16/2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/043309, 78/027666

B. Trademark Registration No.(s) 1388976, 1700440, 1923523, 1966854, 1989177, 2013092,

Additional number(s) attached [ ] Yes [XX] No 2059673, 2182875

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rachel Spector, Esq.
Internal Address: Leonard, Street and Deinard Suite 2300
Street Address: 150 South Fifth Street
City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Rachel Spector, Esq.
Name of Person Signing
Signature
Date 12/18/01

Total number of pages including cover sheet, attachments, and document: 13
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/27/2001 LMUELLER 00000053 78043309
01 FC:481 40.00 OP
02 FC:482 225.00 OP

TRADEMARK REEL: 002413 FRAME: 0279

SCHEDULE 1.35

ASSIGNMENT OF TRADEMARKS

WHEREAS, The Procter & Gamble Company, an Ohio corporation, ("Assignor"), and certain Assignor Affiliates have entered into an assets sale and purchase agreement effective July 16, 2001 (the "Agreement") with Katadyn Holding AG, Wallisellen, a Swiss corporation ("Assignee") and certain Assignee's Affiliates;

WHEREAS, Assignor is the owner of the certain trademarks within the United States of America and other countries as set forth in Schedule A ("Trademarks"); and

WHEREAS, Assignor, as part of the Agreement with Assignee, agreed to assign all right, title and interest in the Trademarks, together with the good will associated therewith, to Assignee;

NOW, THEREFORE, for good and valuable consideration which is more fully recited in the Agreement and which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee, all right, title, and interest in and to the Trademarks set forth in Schedule A, together with the goodwill of the business symbolized by the Trademarks, and the Trademark applications identified in Schedule A, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefore. Assignor further agrees that upon request, it shall execute any and all documents necessary to vest all rights, title and interest in and to the Trademarks and the applications set forth in Schedule A.

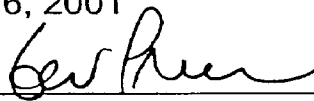
This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

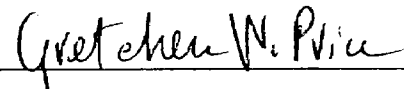
THE PROCTER & GAMBLE COMPANY

Date: July 16, 2001

By: \_\_\_\_\_



Name Printed: \_\_\_\_\_



**SCHEDULE A**

<u>Country</u>	<u>Trademark</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>	<u>Status</u>
USA	Survivor	1/16/85	517,812	4/8/86	1,388,976	4/8/2006 - renewal
USA	PowerSurvivor	1/16/01	78/043309	Pending	Pending	Examiner's Amendment issued 6/20/01.
USA	Acorn	12/29/94	74/616,358	11/5/96	2,013,092	11/5/2001 - affidavit
USA	Explorer	6/14/91	74/175,942	7/14/92	1,700,440	7/14/2002 - renewal
Canada	Guide	9/25/00	1,075,892	Pending	Pending	Filed 9/25/2000
USA	Guide	9/26/00	78/027666	Pending	Pending	Published for Opposition 5/15/2001
France	Hiker	1/26/94	94503401	1/26/94	94503401	1/25/2004 - renewal
Italy	Hiker	1/26/94	TO94C000138	7/2/96	682354	1/26/2004 - renewal
Mexico	Hiker	2/11/94	190736	6/17/94	463767	2/11/2004 - renewal
Sweden	Hiker	1/12/94	94/00207	8/19/94	260446	8/19/2004 - renewal
USA	Hiker	9/21/94	74/576,320	5/6/97	2,059,673	5/6/2002 - renewal
USA	Pioneer	9/21/94	74/576,566	7/23/96	1,989,177	7/23/2001 - affidavit <sup>(1)</sup>
USA	Scout	3/29/94	74/506,716	10/3/95	1,923,523	10/3/2000 - affidavit <sup>(2)</sup> 10/03/2005 - renewal
USA	StopTop	5/8/95	74/670,935	4/9/96	1,966,854	4/9/2001 - affidavit <sup>(3)</sup> 4/9/2005 - renewal
USA	Voyageur	11/26/96	75/204,445	8/18/98	2,182,875	8/18/2003- affidavit
UK	Tritek	7/17/93	1542236	7/17/93	1542236	7/17/2010 - renewal

(Hiker in Italy shown as owned by Recovery Engineering but assignment was requested 10/25/00. Recordal runs from filing date.)  
The affidavits bringing the following footnotes were not filed. Please note timing deadline.

<sup>(1)</sup> Can be filed as late as January 23, 2003; <sup>(2)</sup> Can be filed as late as April 3, 2002; <sup>(3)</sup> Can be filed as late as October 9, 2003