

02-22-2002

Form PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101989985

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

1. Name of conveying party(ies):

Stokes Vacuum, Inc.

2-5-02

- 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: December 6, 2001

2. Name and address of receiving party(ies)

Name: The BOC Group, Inc.

Internal

Address:

Street Address: 575 Mountain Avenue
Murray Hill

City: New Providence State: NJ Zip: 07974

- 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)

None

B. Trademark Registration No.(s)

532360; 558926; 568475; 830483;
1911095

Additional number(s) attached Yes No

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

Name: Ira Lee Zebrak

Internal Address: Intellectual Property Dept.

Street Address: The BOC Group, Inc.

100 Mountain Avenue

Murray Hill

City: New Providence State: NJ Zip: 07974

6. Total number of applications and registrations involved:

5

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2865

FEB - 5 2002

(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.

Ira L. Zebrak Reg. No. 31,147

Name of Person Signing

Signature

January 3, 2002

Date

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

11

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

02/21/2002 00000044 022865 532360

01 FC:481 40.00 CH
02 FC:482 100.00 CH

TRADEMARK
REEL: 002447 FRAME: 0451

DATED *December 5*, 2001

STOKES VACUUM, INC.

and

THE BOC GROUP, INC.

ASSIGNMENT OF US INTELLECTUAL PROPERTY RIGHTS

ALLEN & OVERY

London
CO:883561

TRADEMARK
REEL: 002447 FRAME: 0452

THIS ASSIGNMENT of Intellectual Property Rights is made on *December 5* 2001 BETWEEN:

- (1) **STOKES VACUUM, INC.** a company incorporated in Delaware, USA and whose registered office is at Corporate Trust Center, 1209 Orange Street, New Castle, Delaware, USA (the "Assignor"); and
- (2) **THE BOC GROUP, INC.** a Delaware corporation whose principal place of business is at the Corporate Trust Centre, 1209 Orange Street, Wilmington, Delaware, 19801, USA (the "Assignee").

BACKGROUND

- (A) The Assignor is the:
 - (a) owner of certain trade marks registered and/or pending in certain countries throughout the world (the "Trade Marks"); and
 - (b) sole owner of certain patents ("Issued US Patents") and patent applications ("Pending US and Foreign Patent Applications") issued and/or filed in certain countries throughout the world including patents and patent applications corresponding to originally filed U.S. patent applications, and any divisions, reissues, continuations or extensions thereof,

including those listed in the Schedule attached hereto.

- (B) The Assignor has agreed to assign, transfer and convey to the Assignee all its right, title and interest in each of the Trade Marks, Issued US Patents and Pending US and Foreign Patent Applications together with all other US Business Intellectual Property (as defined in the Sale Agreement) and referred to herein collectively as (the "US Intellectual Property Rights") as part of a sale to the Assignee of certain of the Assignor's assets (to the Assignee) pursuant to a sale agreement dated 15th October, 2001 between EIS Group plc, the Assignor, Smiths Group plc, The BOC Group plc and the Assignee (the "Sale Agreement").
- (C) Pursuant to the Sale Agreement, the Assignor and Assignee hereby wish to effect the assignment, conveyance and transfer of the US Intellectual Property Rights under this Assignment.

THE PARTIES HAVE AGREED as follows:

1. In consideration of the payment by the Assignee to the Assignor of £1 (*one* pound sterling) (receipt of which the Assignor hereby acknowledges) and for other good and valuable consideration set forth in the Sale Agreement, the Assignor hereby assigns, transfers and conveys to the Assignee all its right, title and interest in and to the US Intellectual Property Rights (together with the goodwill of the business used in connection with the Trade Marks), as set forth in the Sale Agreement including as listed in the attached Schedule and including the exclusive right to sue for infringement and damages and any and all rights and other remedies for the enforcement, protection and enjoyment of the US Intellectual Property Rights including such rights occurring before the date of this Assignment.
2. The Assignor agrees, at the request and expense of the Assignee, to reasonably cooperate with the Assignee to give effect to this Assignment and to execute any documents which are necessary to give effect to this Assignment.

3. The Assignor makes or gives no warranty, representation or assurance, whatsoever in this Assignment, whether express or implied, statutory or otherwise other than those expressly set out in this Assignment or in the Sale Agreement. All such warranties, representations or assurances not expressly set out in this Assignment or in the Sale Agreement are hereby excluded to the maximum extent permissible.
4. If any value added tax or other tax or duty not considered or contemplated by the parties to the Sale Agreement is paid by the Assignor in respect of any supply or transfer by the Assignor to the Assignee under or pursuant to this Assignment, the Assignee shall pay to the Assignor by way of additional consideration the amount of such paid tax and duty.
5. This Assignment may be executed in counterparts.
6. This Assignment is governed by and shall be construed in accordance with the laws of the State of Delaware. The Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of the Delaware courts to the extent permitted by the laws of the State of Delaware for all purposes relating to this Assignment.

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS is executed by the parties on the date first appearing above :

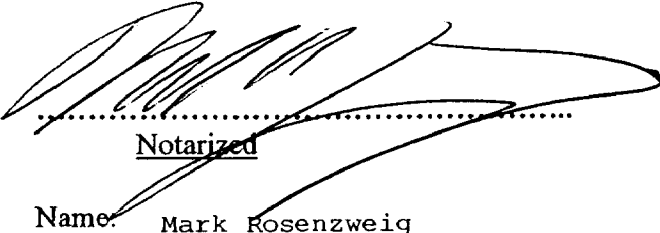
.....
Notarized

Name:

Title:

Duly authorised signatory

For and on behalf of STOKES, VACUUM INC.



.....
Notarized

Name: Mark Rosenzweig

Title: Attorney-in-Fact

Duly authorised signatory

For and on behalf of THE BOC GROUP, INC.



DEBORAH L. KENDALL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 3, 2008

PENDING U.S. AND FOREIGN PATENT APPLICATIONS

S&L FILE NUMBER	TITLE	COUNTRY	SERIAL #	FILING DATE
P21700 PCT	Published International Patent Application No: WO 00/63533 corresponding to issued US Patent No 6.190.149 (Vacuum Pump Oil Distribution System with Integral Oil Pump) - all countries designated	Brazil	Not yet received	4-11-01
		Canada	Not yet received	4-11-01
		EPO	925937.5	4-11-01
		Mexico	01 10578	4-11-01
P24708 USA	Damped Valve	USA	09/835,716	4-16-01
P25140 USA	Continuous Process Vacuum Coating (Provisional)	USA	40/298,974	6-18-01

~~TRADEMARK~~

REEL: 002447 FRAME: 0456

ISSUED U.S. PATENTS

US PATENT NUMBER	TITLE	ISSUE DATE	REFERENCE	EXPIRATION DATE
4.585.901	EMI/RFI Vapor Deposited Composite Shielding Panel	04/29/86	S&L 16143.A.USA	2/13/04
4.536.972	Shelf Lowering and Vial Stoppering Freeze-Drying Apparatus	08/27/85	S&L 16144 USA	05/25/04
4.722.191	High Vacuum Pumping System	02/02/88	S&L 16145.A.USA	09/17/06
4.725.204	Vacuum Manifold Pumping System	02/16/88	S&L 16146 USA	11/05/06
6.190.149	Vacuum Pump Oil Distribution System with Integral Oil Pump	02/20/01	S&L 21700 USA	04/19/19

U.S. INTELLECTUAL PROPERTY RIGHTS

SCHEDULE

TRADE MARKS

TRADEMARK	COUNTRY	REGISTRATION NUMBER
MICROVAC S&L File No: T16149	Brazil	720130786
	France	1478782
	Germany	1032008
	Great Britain	B1147242
	Italy	546613
	Japan	1791670
	Mexico	236872
	United States	532360
STOKES S&L File No: T16150	Austria	55709
	Benelux	95596
	Brazil	810546370
	Columbia	68245
	Denmark	3038/66
	France	1296918
	Germany	750158
	Great Britain	A660823
	India	245012
	Italy	386274
	Japan	633454

~~TRADEMARK~~

REEL: 002447 FRAME: 0458

TRADEMARK	COUNTRY	REGISTRATION NUMBER
	Mexico	300746
	Norway	67908
	Switzerland	305368
	Sweden	122882
	United States	558926
STOKES S&L File No: T16150A	Columbia	68245-B
	India	245013
STOKES S&L File No: T16151	Brazil	810986159
	United States	568475
V-LUBE S&L File No: T16152	United States	830483
CHEM-DRY S&L File No: T19180	United States	1911095



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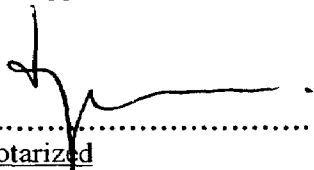
I, Birgit Snijder-Kuipers, kandidaat-notaris (candidate civil-law notary), acting as duly authorised substitute of the absent Reinhard Willem Clumpkens, notaris (civil-law notary) practising in Amsterdam, the Netherlands, confirm that the signature placed on the document hereunto annexed corresponds with the signature placed on the passport in the name of:

Aloysius Petrus Maria Brans, residing in 1077 TA Amsterdam, the Netherlands, Stadionweg 156 2, born in Amsterdam, the Netherlands, on June 23, 1941.

Signed in Amsterdam, the Netherlands on December 6, 2001.

A large, solid black circular stamp is positioned on the left side of the page. To its right, there is a handwritten signature in black ink, which appears to be a stylized 'A' or 'B' with a horizontal line extending to the right.

This **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** is executed by the parties on the date first appearing above :



.....
Notarized

Name: *A.P.M. Brans*

Title: *Attorney*

Duly authorised signatory

For and on behalf of STOKES, VACUUM INC.

.....
Notarized

Name:

Title:

Duly authorised signatory

For and on behalf of THE BOC GROUP, INC.