

03-01-2002



SHEET

FEB 12

To the Honorable Commission.

101997599

and original document(s) or copy thereof.

1. Name of conveying party(ies) (assignor(s)):

Invincible Airflow Systems, a division of M3P, Inc.

- Individual(s)
- General Partnership
- Corporation-State, Ohio
- Other _____
- Association
- Limited Partnership

2/12/02

Additional name(s) of conveying party(ies) attached? yes no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Gardner Denver, Inc.
Address: 1800 Gardner Expressway

City: Quincy
State: Illinois Zip: 62301
Country: U.S.A.

- 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

3. Nature of Conveyance:

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

Execution Date: December 31, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,721,669

Additional numbers attached? Yes No

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

Paul I. J. Fleischut
Senniger, Powers, Leavitt & Roedel
One Metropolitan Square
16th Floor
St. Louis, Missouri 63102
(314) 231-5400 (telephone)

6. Total number of applications and registrations involved:
Application(s) _____ + Registration(s): 1 = Total 1

7. Total Fee (37 CFR 3.41) \$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345
(Duplicate copy of this sheet attached)
 Charge any underpayment or credit any overpayment to above 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.

Paul I. J. Fleischut
Name of Person Signing

Paul Fleischut
Signature

18 Jan 2002
Date

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



02/28/2002 LMUELLER 00000047 1721669

01 FC:461

40.00 DP

TRADEMARK
REEL: 002451 FRAME: 0079

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") entered into as of December 31, 1999, by and among GARDNER DENVER, INC., a Delaware corporation ("GDI"), M3P, INC., an Ohio corporation doing business as INVINCIBLE AIRFLOW SYSTEMS, CO. ("IAS"), MARK T. LAUBER, a resident of the State of Ohio ("M. Lauber"), PATRICK R. LAUBER, a resident of the State of Ohio ("P. Lauber"), THE PATRICK R. LAUBER ELECTING SMALL BUSINESS TRUST (the "P. Lauber Trust"), and THE MARK T. LAUBER ELECTING SMALL BUSINESS TRUST (the "M. Lauber Trust"). M. Lauber, P. Lauber, the M. Lauber Trust and the P. Lauber Trust are sometimes referred to collectively as the "Shareholders" and individually as a "Shareholder."

REDACTED

REDACTED

REDACTED

REDACTED

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection

REDACTED

5

REDACTED

6

REDACTED

Section 2. Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions and exceptions contained herein, IAS agrees to sell to GDI, and GDI agrees to purchase from IAS, on the Closing Date effective as of the Effective Date, or at such other times as are herein provided, free and clear of all liens, claims and encumbrances, all of IAS's right, title and interest in the Purchased Assets reflected in the Net Asset Value determined in accordance with Section 3(c).

(a) Purchased Assets. For purposes of this Agreement, the term "Purchased Assets" shall mean and include any and all of IAS's assets, business, properties and rights as of the Effective Date, other than the Excluded Assets, including, without limitation, the following assets:

REDACTED

(iii) Intellectual Property. All Intellectual Property, including, without limitation, all rights to the name "Invincible AirFlow Systems" and any other names under which IAS conducts or has conducted the Business and other proprietary information and rights.

REDACTED

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REDACTED

REDACTED

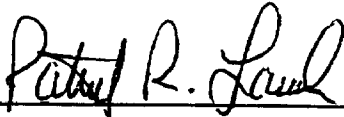
(r) Effective Date. The effective date of the closing of the transactions contemplated by this Agreement shall be January 1, 2000 (the "Effective Date"), notwithstanding the fact that the Closing shall occur subsequent to the Effective Date. GDI shall be responsible for all operating expenses of the Business incurred on or after the Effective Date, including, but not limited to payroll, taxes and utilities.

REDACTED

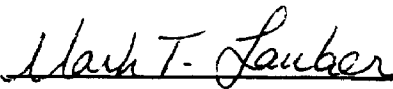
REDACTED

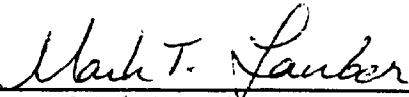
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

M3P, INC.

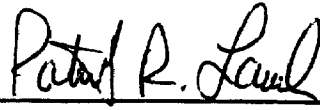
By: 
Name: Patrick R. Lauber
Title: Executive Vice President

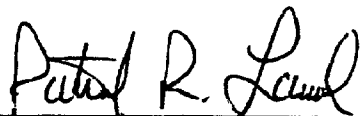
THE MARK T. LAUBER ELECTING SMALL BUSINESS TRUST

By: 
Name: Mark T. Lauber
Title: Trustee


Mark T. Lauber

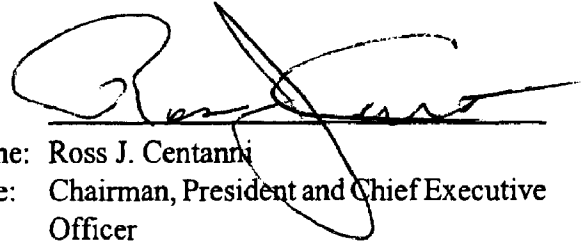
THE PATRICK R. LAUBER ELECTING SMALL BUSINESS TRUST

By: 
Name: Patrick R. Lauber
Title: Trustee


Patrick R. Lauber

[continued on succeeding page]

GARDNER DENVER, INC.

A handwritten signature in black ink, appearing to read "Ross J. Centanni", is written over a horizontal line. The signature is stylized with a large initial "R" and a long, sweeping tail.

By:

Name: Ross J. Centanni

Title: Chairman, President and Chief Executive
Officer

GARDNER DENVER, INC.

**ACQUISITION OF
INVINCIBLE AIRFLOW SYSTEMS, CO.**

ASSET PURCHASE AGREEMENT

DECEMBER 31, 1999
