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



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

Tab settings

102037897

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

1. Name of conveying party(ies):

Clarkson Industries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (New York)
 Other _____

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

2. Name and address of receiving party(ies)

Name: **Gardner Denver, Inc.**
Internal Address: _____
Address: _____

Street Address: **1800 Gardner Expressway**
City: **Quincy** State: **IL** Zip: **62301**

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **September 10, 2001**

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

A. Trademark Application No. (s)

B. Trademark Registration No.(s)
See attached "Schedule A"
729294

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**

Enclosed
 Authorized to be charged to deposit account

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

Name: **Lindsay E. Cohen**
Internal Address: _____
Senniger, Powers, Leavitt & Roedel
Street Address: _____
One Metropolitan Square, 16th Floor
City: **St. Louis** State: **MO** Zip: **63102**

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.

Lindsay E. Cohen *Lindsay E. Cohen* **March 6, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **8**

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

03/29/2002 10:11:01 AM 00000121 729294
01 FC:48 40.00
02 FC:48 150.00

TRADEMARK REEL: 002472 FRAME: 0559

SCHEDULE A
REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>ATTORNEY'S DOCKET NO.</u>
VACU-MATIC	728,294	March 6, 1962	GDDB 5609
MAGNAFLO	570,143	February 10, 1953	GDDB 5601
H EMBLEM WITH WINGS	787,488	March 30, 1965	GDDB 5602
HOFFMAN	789,001	May 4, 1965	GDDB 5603
H EMBLEM WITH WINGS	845,384	March 5, 1968	GDDB 5604
HOFFMAN	845,385	March 5, 1968	GDDB 5605
HOFFCO-VAC	878,140	October 7, 1969	GDDB 5606

TRADEMARK ASSIGNMENT

WHEREAS, Clarkson Industries, Inc., a New York corporation ("Seller"), is party to that certain Asset and Share Purchase Agreement (the "Purchase Agreement"), dated as of September 2, 2001, among Gardner Denver, Inc., a Delaware corporation ("Purchaser"), the Purchaser Affiliates (as such term is defined in the Purchase Agreement), Invensys plc, a company organized under the laws of England, BTR Canada Holdings, Inc., a Delaware corporation, Seller and BTR Industries Ltd., a company organized under the laws of England.

WHEREAS, pursuant to the terms and provisions of the Purchase Agreement, Seller has agreed to sell, convey, transfer and assign to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, all of Seller's right, title and interest, if any, in the trademark registrations listed on Exhibit A attached hereto and made a part hereof (the trademark registrations in which Seller has an interest collectively referred to herein as the "Trademarks"), together with the right to recover for past infringement of the Trademarks and the good will of the business with which the Trademarks presently are used by Seller and which is symbolized by the Trademarks; and

WHEREAS, the execution and delivery by Seller of this Trademark Assignment is a condition precedent to Purchaser's obligations to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys and assigns unto Purchaser Seller's entire right, title and interest in and to the Trademarks, all registrations for the Trademarks, including the registrations listed on Exhibit A attached hereto relating to the Trademarks, the right to recover for past

infringement and unauthorized uses of the Trademarks, and the good will of the business in connection with which the Trademarks presently are used by Seller and which is symbolized by the Trademarks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of this 10th day of September, 2001.

CLARKSON INDUSTRIES, INC.

By: [Signature]
Name: Irwin M. Shur
Its: Attorney in Fact

STATE OF _____)
COUNTY OF _____)

On this 10th day of September, 2001, personally appeared Irwin Shur known to me to be the attorney in fact of Clarkson Industries, Inc., the assignor above named, and acknowledged that he freely executed the foregoing Trademark Assignment on behalf of Clarkson Industries, Inc. and pursuant to his authority to do so.

My commission expires 8-3-02



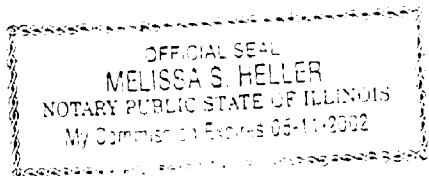
[Signature]
Notary Public

By: Tracy D. Pagliara
Tracy D. Pagliara
Vice President, General Counsel and
Secretary

STATE OF Illinois
COUNTY OF Adams

On this _____ day of September, 2001, personally appeared Tracy D. Pagliara
known to me to be the Vice President, General Counsel and Secretary of Gardner Denver, Inc.,
the assignee above named, and acknowledged that he freely executed the foregoing Trademark
Assignment on behalf of Gardner Denver, Inc. and pursuant to his authority to do so

My commission expires 5-11-02



Melissa S. Heller
Notary Public

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Exhibit A

Country Type Trademark No.	Term Renewal Date Your Reference	Client No. Case Code Division Code	Client Name Reference Proprietor	Client's Agent Case Code Details Resp. Party
U.S.A. Trademark 728294	10 06 MAR 2002	662833	Hoffman Air & Filtration Systems VACU-MEATEC 31 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 570143	10 10 FEB 2003	662833	Hoffman Air & Filtration Systems MAGNAFLOW 21 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 787488	10 10 MAR 2005	662833	Hoffman Air & Filtration Systems HEMBLEM WITH WINGS 23 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 789001	10 01 MAY 2005	662833	Hoffman Air & Filtration Systems HOFFMAN 23 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 845384	10 05 MAR 2008	662833	Hoffman Air & Filtration Systems HEMBLEM WITH WINGS 23 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 845385	10 05 MAR 2008	662833	Hoffman Air & Filtration Systems HOFFMAN 23 CLARKSON INDUSTRIES INC	DIR C
U.S.A. Trademark 818140	10 07 OCT 2009	662833	Hoffman Air & Filtration Systems HOFFCO-VAC 23 (INTL 27) CLARKSON INDUSTRIES INC	DIR C

TRADEMARK