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



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

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

1. Name of conveying party(ies): 7-18-02 The Nash Engineering Company
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Nash Industries, L.L.C.
Internal Address:
Address:
Street Address: 9 Trefoil Drive
City: Trumbull State: CT Zip: 06611-1330
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[X] Other Delaware Limited Liability Co.
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:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: May 7, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/649962
76/083225, 76/111491
Additional number(s) attached [X] Yes [ ] No

B. Trademark Registration No.(s) see next page for Block 4 continuation

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cheryl L. Meier
Internal Address: Kirkland & Ellis
Street Address: 200 E. Randolph Dr.
53rd floor
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 12
7. Total fee (37 CFR 3.41).....\$ 260.00
[X] Enclosed
[X] Authorized to be charged to deposit account for any additional fees and/or credit
8. Deposit account number: 22-0440

DO NOT USE THIS SPACE

9. Signature. Cheryl L. Meier Signature Date 7/18/02
Total number of pages including cover sheet, attachments, and document: 3

07/23/2002 DBYRNE 00000042 220440 75649962
01 FC:481
02 FC:482

37869-43

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

TRADEMARK REEL: 2547 FRAME: 0735

**Continuation of Block 4**

**U.S. TRADEMARKS**

**Registration No.**

**Date Registered**

1332907	4/30/85
757255	9/24/63
428851	4/8/47
530815	9/19/50
1782408	7/20/93
2029172	1/7/97
1792096	9/7/93
1955285	2/6/96
2424002	1/21/01

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of May 7, 2002, is made and entered into by and between THE NASH ENGINEERING COMPANY, a Connecticut corporation ("TNEC"), and NASH INDUSTRIES, L.L.C., a Delaware limited liability company ("Operating") (each a "Party," and together the "Parties").

### RECITALS

WHEREAS, TNEC, Operating and nash\_elmo Holdings, LLC (f/k/a "Mondo Acquisition LLC") are parties to that certain Contribution Agreement, dated March 15, 2002 (the "Agreement"), pursuant to which Operating shall acquire the Acquired Assets (as defined therein);

WHEREAS, TNEC owns all right, title and interest in and to certain Intellectual Property (as defined in the Agreement) included in the Acquired Assets; and

WHEREAS, the Parties agreed to enter into this Assignment pursuant to which TNEC shall assign, convey and transfer to Operating of all of its right, title and interest in and to such Intellectual Property included in the Acquired Assets.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. TNEC hereby assigns conveys and transfers to Operating of all of TNEC's right, title and interest in and to all of the Intellectual Property included in the Acquired Assets in accordance with the terms and conditions of the Agreement (the "Transferred Intellectual Property"), including the following Intellectual Property registrations and applications therefor:

- (a) the patents and patent applications set forth in Schedule A;
- (b) the registered trademarks and service marks, together with the goodwill associated therewith, set forth in Schedule B;
- (c) the trademark and service mark applications, together with the goodwill associated therewith, set forth in Schedule C.

2. Recordation of Patents and Trademarks. TNEC hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intellectual Property to Operating, and to record Operating as the assignee and owner of all registrations included in the Transferred Intellectual Property.

3. Conflict. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the

Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Agreement or the survival thereof.

4. Notices. Any notice, request or other document to be given hereunder to any Party hereto shall be given in the manner in Section 11.02 of the Agreement. Any Party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other Parties hereto.

5. Enforceability. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not effect any other provision hereof.

6. Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, TNEC and Operating.

7. Further Assurances. TNEC covenants and agrees that it will, upon the reasonable request of Operating, and at Operating's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Operating that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Transferred Intellectual Property by TNEC to Operating.

8. Governing Law. This Assignment shall be governed by the Laws (as defined in the Agreement) of the State of Delaware.

9. Counterparts. This Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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SCHEDULE A

REGISTERED PATENTS & PATENT APPLICATIONS

TITLE	COUNTRY	REG. NO./ APP. NO.	ISSUED/FILED
LIQUID RING PUMP HAVING PORT MEMBER WITH INTERNAL PASSAGEWAYS FOR HANDLING CARRY-OVER GAS	US	4,850,808	7/25/89
LIQUID RING PUMP	US	D294,266	3/16/88
SELF-PRIMING LIQUID RING PUMP METHOD AND APPARATUS	US	4,679,987	7/14/87
LIQUID RING COMPRESSORS	US	4,613,283	9/23/86
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	US	4,551,070	11/5/85
NOISE CONTROL FOR CONICALLY PORTED RING PUMPS	US	4,521,161	6/4/85
LIQUID RING PUMPS WITH CONICAL OR CYLINDRICAL PORT MEMBER	US	4,498,844	2/12/85
MIXED FLOW LIQUID RING PUMPS	US	5,961,295	10/5/99
TWO-STAGE LIQUID RING PUMPS HAVING SEPARATE GAS AND LIQUID INLETS TO THE SECOND STAGE	US	5,899,668	5/4/99
PUMP	US	D405,096	2/2/99
HEAT RECOVERY IN A LIQUID RING PUMP SEAL LIQUID CHILLER SYSTEM	US	5,469,705	11/28/95
SEPARATOR FOR SEPARATING GAS FROM A LIQUID	US	5,427,685	6/27/95
SUPPORTS FOR ROTATABLE HOUSING OF LIQUID RING PUMPS	US	5,395,215	3/7/95
LIQUID RING PUMPS WITH PRESSURIZED GAS SUPPORTED ROTATING LINERS	US	5,370,502	12/6/94
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	US	5,356,268	10/18/94
LIQUID RING PUMPS WITH IMPROVED HOUSING SHAPES	US	5,213,479	5/25/93
MODULAR LIQUID RING VACUUM PUMPS AND COMPRESSORS	US	09/546,224	4/10/00

SUCTION BOX COVERS FOR CLEANING PAPERMAKING MACHINE FELTS	US	5,147,508	9/15/92
TWO-STAGE PUMPING SYSTEM	US	5,131,817	7/21/92
LIQUID RING PUMP	US	D327,273	7/23/92
LIQUID RING PUMP	US	D327,272	6/23/92
LIQUID RING PUMP	US	D327,271	6/23/92
COOLING GAS IN A ROTARY SCREW TYPE PUMP	US	09/751,827	12/29/01
COOLING GAS IN A ROTARY SCREW TYPE PUMP	WO	200151814	7/19/01
MIXED FLOW LIQUID RING PUMPS	AT	198927	2/15/01
MIXED FLOW LIQUID RING PUMPS	AU	724726	9/28/00
MIXED FLOW LIQUID RING PUMPS	BR	9802343	6/15/99
MIXED FLOW LIQUID RING PUMPS	CA	2,240,340	1/3/99
MIXED FLOW LIQUID RING PUMPS	EP	889243	1/7/99
MIXED FLOW LIQUID RING PUMPS	GB	9813499	8/19/98
MIXED FLOW LIQUID RING PUMPS	JP	11072095	3/16/99
MIXED FLOW LIQUID RING PUMPS	ZA	9805736	1/27/99
MIXED FLOW LIQUID RING PUMPS	CN	98115576. 6	7/2/98
MIXED FLOW LIQUID RING PUMPS	KR	98-26733	7/3/98
TWO-STAGE LIQUID RING PUMPS	AU	721010	6/22/00
TWO-STAGE LIQUID RING PUMPS	BR	9800505	7/13/99
TWO-STAGE LIQUID RING PUMPS	CA	2,226,799	7/30/98
TWO-STAGE LIQUID RING PUMPS	CN	98106249. 0	4/3/98
TWO-STAGE LIQUID RING PUMPS	KR	98-1500	1/20/98
TWO-STAGE LIQUID RING PUMPS	EP	856664	8/5/98
TWO-STAGE LIQUID RING PUMPS	GB	2322911	9/9/98
TWO-STAGE LIQUID RING PUMPS	JP	10213098	8/11/98
TWO-STAGE LIQUID RING PUMPS	ZA	9800385	7/30/98
LIQUID RING PUMP HAVING A ROTATING LINER	PCT	PCT/US94/ 002	1/6/94
LIQUID RING PUMP WITH A ROTATING LINER	FI	9404232	9/13/94

HEAT RECOVERY IN A LIQUID RING PUMP SEAL LIQUID CHILLER SYSTEM	CA	2,152,759	2/23/96
HEAT RECOVERY IN A LIQUID RING PUMP SEAL LIQUID CHILLER SYSTEM	DE	19530099	2/29/96
HEAT RECOVERY IN A LIQUID RING PUMP SEAL LIQUID CHILLER SYSTEM	GB	2292791	3/6/96
HEAT RECOVERY IN COOLER SYSTEM OF LIQUID RING PUMP SEALING LIQUID	JP	7-184316	7/20/95
HEAT RECOVERY IN A LIQUID RING PUMP SEAL LIQUID CHILLER SYSTEM	KR	95-22233	7/26/95
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	AU	670713	7/25/96
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	BR	9403890	6/6/95
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	EP	645537	3/29/95
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	GB	9418211	10/26/94
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	KR	94-23952	2/23/94
CHECK VALVE STRUCTURES FOR LIQUID RING PUMPS	ZA	9406809	4/20/95
LIQUID RING PUMP VENT CHECK VALVE STRUCTURE	GB	2282413	4/5/95
A SEPARATOR FOR SEPARATING GAS FROM A LIQUID	GB	2277470	11/2/94
TWO-STAGE PUMPING SYSTEM	CA	2,034,039	9/23/91
TWO-STAGE PUMPING SYSTEM	DE	69021370	9/7/95
TWO-STAGE LIQUID RING PUMP	AU	8810056	7/14/88
SELF PRIMING LIQUID RING PUMP	AU	588194	9/7/89
SELF-PRIMING LIQUID RING PUMP METHODS AND APPARATUS	BR	8702523	2/23/88
SELF-PRIMING LIQUID RING PUMP METHODS AND APPARATUS	CA	1,291,464	10/29/91
SELF-PRIMING LIQUID RING PUMP METHODS AND APPARATUS	EP	246782	11/25/87
SELF-PRIMING LIQUID RING PUMP AND OPERATING METHOD	FI	93258	11/30/94



SELF-PRIMING LIQUID RING PUMP AND OPERATING METHOD	JP	2553551	11/13/96
SELF-PRIMING LIQUID RING PUMP AND OPERATING METHOD	KR	104877	9/16/96
SELF-PRIMING LIQUID RING PUMP METHODS AND APPARATUS	ZA	8702895	11/25/87
PRESS SECTION OF PAPERMAKING MACHINE	GB	2189270	10/21/87
LIQUID RING COMPRESSOR	JP	62000686	1/6/87
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	CA	1,233,149	2/23/88
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	DE	3446583	7/4/85
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	EP	155419	9/25/85
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	FI	81179	5/31/90
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	SE	8404984	6/24/85
NOISE CONTROL FOR CONICALLY PORTED LIQUID RING PUMPS	ZA	8407315	4/24/85
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	CA	1,233,148	2/23/88
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	DE	3429085	2/28/85
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	EP	138310	4/24/85
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	FI	76628	7/29/88
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	JP	92038918	6/25/92
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	SE	456028	8/29/88
LIQUID RING PUMP WITH CONICAL OR CYLINDRICAL PORT MEMBER	ZA	8405797	3/27/85
TWO-STAGE PUMP	ES	106,226	1/21/85
PUMP	AU	135728	11/17/98
PUMP	CN	983227733	7/3/98

PUMP	IN	176713	12/8/98
PUMP	JP	1067965	1/28/00
PUMP	PH	3-1998- 00362	2/1/01
PUMP	KR	240740	4/23/99
PUMP	ES	143141	3/11/99
PUMP	ES	106,227	1/21/85
PUMP	TW	068893	7/21/00
LIQUID RING PUMPS	AU	98660	11/19/87
LIQUID RING PUMPS	JP	832880	12/12/91
LIQUID RING PUMPS	PH	D-4304	3/3/89
LIQUID RING PUMPS	PH	D-4561	1/23/90
LIQUID RING PUMPS	ES	111645	7/14/87
TWO-STAGE PUMPING SYSTEM	CA	2,034,039	10/24/00
TWO-STAGE PUMPING SYSTEM	EP	447716	8/2/95
TWO-STAGE PUMPING SYSTEM	DE	69021370	8/2/95
TWO-STAGE PUMPING SYSTEM	GB	447716	8/2/95

SCHEDULE B

REGISTERED TRADEMARKS & SERVICE MARKS

<u>Registered Trademark</u>	<u>Registration Number</u>	<u>Dated Registered</u>	<u>Country of Registration</u>
904	1332907	4/30/85	U.S.
NASH 904	A414934	9/11/84	Australia
Centrivac	757255	9/24/63	U.S.
N-Rotor design	428851	4/8/47	U.S.
NASH 904	A414934	9/11/84	
NASH	530815	9/19/50	U.S.
NASH (Stencil)	193517	9/28/27	Japan (15)
NASH HYTOR	165444	8/19/54	India
NASH	180741	7/5/93	People's Republic of China
N-Rotor Design	Illegible	7/5/93	People's Republic of China
Single Lobe	83/0914	2/14/83	South Africa
NASH-CVN Systems, Inc.	1782408	7/20/93	U.S.
Dry-Pro	2029172	1/7/97	U.S.
Performance meets the promise	1792096	9/7/93	U.S.
Seam Saver	1955285	2/6/96	U.S.
ROLLTECH	2,424,002	1/23/01	U.S.

SCHEDULE C

TRADEMARK & SERVICE MARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Country of Application</u>
Vectra	75/649962	U.S.
Paperworx	76/083225	U.S.
Engineeringworx	76/111491	U.S.