

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
Kaldair Holdings Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other United Kingdom Company

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

2. Name and address of receiving party(ies)
Name: John Zink Company, LLC
Internal Address: _____
Street Address: 11920 E. Apache
City: Tulsa State: OK Zip: 74116

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

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: October 11, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1,286,425 1,532,891 2,064,493
1,287,027 1,532,892
1,528,102 1,732,824

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Constance M. Jordan
Internal Address: Stinson Morrison Hecker LLP

Street Address: 1201 Walnut, Suite 2800
City: Kansas City State: Missouri Zip: 64106-2150

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

8. Deposit account number:
19-4409
(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.

Constance M. Jordan Constance M. Jordan March 6, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

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

AN ASSIGNMENT made the 11th day of October, 2001

by

1. **KALDAIR HOLDINGS LIMITED (in Administrative Receivership)**, a company incorporated under the Companies Acts (No. 03240380) and having its Registered Office at Kaldair House, Langley Quay, Waterside Drive, Langley, Slough SL3 6EY (hereinafter called "the Assignor") acting through its Joint Administrative Receivers **JOHN CHARLES REID** and **PETER LEONARD THURSTON**, both Chartered Accountants of 25 Melville Street, Edinburgh EH3 7PE appointed by virtue of an Instrument of Appointment by the Bank (as hereinafter defined) dated 31 August 2001 pursuant to a Debenture in favour of the Bank by the Assignor dated 31 January and registered 5 February both 1997 (hereinafter called "the Receivers")

and

2. **THE RECEIVERS** in their capacity as receivers of the Assignor
in favour of

3. **JOHN ZINK COMPANY, LLC**, a Delaware limited liability company, with its principal place of business at 11920 E. Apache, Tulsa, Oklahoma 74116 USA, (hereinafter called "the Assignee")

WHEREAS

- (A) The Assignor, the Assignee and the Receivers have entered into the Agreement (as such term is hereinafter defined);
- (B) Pursuant to the Agreement the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase whatever right, title and interest the Assignor has in and to the Intellectual Property Rights (as hereinafter defined) on the terms and conditions of the Agreement and as more particularly set out in this Assignment.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:-

INTERPRETATION

1.1 In this Assignment, the Schedule and the recitals the following words and expressions will have the following meanings unless the context otherwise requires:-

"Agreement" means the Sale and Purchase Agreement among the Assignee, the Assignor, the Receivers, Kaldair Limited (in Administrative Receivership) and the Joint Administrative Receivers thereof dated of even date with this Assignment;

"Bank" means The Governor and Company of the Bank of Scotland;

"Business Day" means a day other than a Saturday or Sunday on which the Bank is open for business in London;

"Intellectual Property Rights" includes all right, title, and interest in know-how, trade secrets, patents, patent applications, trademarks (whether registered or not and including any rights in get up or trade dress), trademark applications, software, copyrights, database rights, registered design or other design right, utility model, trade mark, chip topography right, brand names, the "Kaldair" business name (whether registered or not), Internet domain name, and any other intellectual property, whether registerable or not and wherever existing in the world and including all renewals, extensions and revivals and all rights to apply for any of the foregoing rights, including all such assets listed on the Schedule; and

"Schedule" means the Schedule which is annexed hereto and which forms part of this Assignment.

- 1.2 References to any of the parties hereto will include their respective successors in title and permitted assignees.
- 1.3 The provisions of the Interpretation Act 1978 with respect to interpretation and construction will apply *mutatis mutandis*.
- 1.4 Headings are for convenience only and will not be construed as forming part of this Assignment or be taken into account in the interpretation hereof.
- 1.5 References to recitals, clauses, sub-clauses and the Schedule will be construed as references to recitals, clauses, sub-clauses of and the Schedule to this Assignment unless the context otherwise requires.
- 1.6 References to any section of, or part of, or schedule to, any Act of Parliament will include any re-enactment or modification thereof.
- 1.7 This Assignment may be executed on any number of counterparts by the different parties or separate counterparts, each of which when executed and delivered will constitute an original but all of which will together constitute the same instrument.

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2. ASSIGNMENT

- 2.1 Pursuant to the terms and provisions of the Agreement and in consideration of the payment of _____, receipt of which the Assignor hereby acknowledges, the Assignor insofar as it is able hereby assigns to the Assignee with effect from the date hereof whatever right, title and interest the Assignor has in and to the Intellectual Property Rights, together with the goodwill represented by and associated with the Intellectual Property Rights, and, without prejudice to the generality of the foregoing, all statutory and common law rights attaching thereto and the right to bring proceedings against any third party in respect of the Intellectual Property Rights (including the right to sue for past infringements and to retain damages obtained as a result of such action.)

3. FURTHER ASSURANCES

- 3.1 At the Assignee's request and at its expense (such request to be made within three months of the date of this Assignment otherwise the obligations of the Assignor contained in this Clause 3 will unconditionally lapse and be of no further force and effect) the Assignor will, during such period of three months, use its reasonable endeavours (such obligation not to include any monetary cost to the Assignor or the Receivers of whatsoever nature and howsoever arising) to execute all such deeds and documents and perform all such acts and things as the Assignee may from time to time reasonably require (to the extent always that the Assignor or the Receivers, as the case may be, are able or capable of so executing or performing) for the purposes of effecting:
- 3.1.1 the registration of this Assignment, where appropriate; or
 - 3.1.2 the vesting of the Assignor's whole right, title and interest of whatsoever nature in the Intellectual Property Rights in the Assignee together with the full benefit of this Assignment.
- 3.2 The Assignor agrees and undertakes to provide to the Assignee (at its request) insofar as the Assignor is able all such assistance as the Assignee may reasonably require with any proceedings which may be brought by or against the Assignee by any third party in relation to the Intellectual Property Rights and the Assignee will reimburse, free, relieve and indemnify the Assignor and the Receivers in respect of all costs and expenses incurred by the Assignor and the Receivers in providing the Assignee with such assistance.

4. **EXCLUSION OF REPRESENTATIONS AND WARRANTIES**

4.1 In accepting this Assignment, the Assignee acknowledges and agrees that all representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Intellectual Property Rights or any of them is hereby expressly excluded.

4.2 Nothing in this Assignment is to require the Assignor or the Receivers to discharge in whole or in part any liability of the Assignor outstanding at the time of the appointment of the Receivers.

5. **EXCLUSION OF LIABILITY**

5.1 In accepting this Assignment the Assignee acknowledges and confirms:-

5.1.1 that the Receivers will incur no personal liability of whatsoever nature; (whether directly or indirectly, express or implied) and howsoever arising; including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising; in pursuance of the Assignor's rights or obligations under this Assignment; and whether such claim is formulated in contract or tort or by reference to any other remedy or right, and in whatever jurisdiction or forum;

5.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Receivers personally and the Receivers will be entitled at any time to have any such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 5; and

5.1.3 that any personal liability of the Receivers which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 5 is hereby expressly excluded.

5.2 The Receivers have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 5 and any other provisions in this Assignment in their favour.

5.3 Nothing in this Assignment will constitute a waiver of any right of the Receivers to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency Act 1986 or otherwise howsoever.

6. CONTINUING FORCE AND EFFECT

This Assignment will insofar as it remains to be performed after the date hereof continue in full force and effect.

7. NOTICE

7.1 All notices, requests, demands or other communications by the respective parties may be served by Recorded Delivery Post, personally or by fax to the parties' respective addresses herein stated (in the case of the Assignor and the Receivers to the Receivers at their offices at 25 Melville Street, Edinburgh) or to such other addresses as they may respectively from time to time notify to the other parties.

7.2 Any such notice, request, demand or communication will:

7.2.1 if delivered personally be deemed to have been received at the time of delivery or if delivery is not on a Business Day on the Business Day following such delivery;

7.2.2 if given by Recorded Delivery Post be deemed to have been received on the second Business Day occurring after the date of posting; and

7.2.3 if sent by fax be deemed to have been received on the date of transmission (as confirmed by an affirmative transmission report) or if such transmission is not on a Business Day on the Business Day following such transmission.

8. COSTS AND EXPENSES

Each party will be responsible for its own costs and expenses of, in connection with or incidental to, this Assignment and the assignment of the Intellectual Property Rights contemplated hereunder.

9. WAIVERS

No failure or delay by the Assignor or the Receivers in exercising any right, power or privilege hereunder will operate as a waiver thereof or prejudice any other or further

exercise by them of any of their rights or remedies hereunder.

10. **THIRD PARTY RIGHTS**

A person who is not a party to this Assignment is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Assignment expressly provides that such a person is entitled to enforce any of its terms.

11. **LEX LOCI**

This Assignment will be governed and construed in all respects in accordance with the Law of England.

12. **SUBMISSION TO JURISDICTION**

The parties hereto, insofar as not already subject thereto, hereby submit to the non-exclusive jurisdiction of the English Courts.

06-03 10:23am From-STINSON MORRISON HECKER

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SCHEDULE

Intellectual Property Rights

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28-SEP '01 (FRI) 10:04

DELOITTE & TOUCHE

FAX: 0131 2201663

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REGISTER OF TRADE NAME REGISTRATIONS

<u>COUNTRY</u>	<u>TRADE MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE</u>
United Kingdom	KALDAIR	11	1168677	27 January 1982
United Kingdom	KALDAIR	11	1214946	17 March 1984
United Kingdom	KANDAIR	11	1025452	22 February 1974
United Kingdom	PURGEPAK	07	1377022	16 November 1987
United Kingdom	PURGEPAK	09	1377023	16 November 1987
United Kingdom	PURGEPAK	11	1377024	16 November 1987
United Kingdom	STEDAIR	11	1025453	22 February 1974
United States	KEDAIR	11	1287027	24 July 1984
United States	KRAIR	11	1532882	04 April 1989
United States	K LOGO	11 37 42	1732824	17 November 1992

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DELOITTE & TOUCHE

FAX: 01 2201663

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SCHEDULE OF TRADE MARK REGISTRATIONS

<u>COUNTRY</u>	<u>TRADE MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE</u>
United States	SALAZAR	37 42	1284425	17 July 1984
United States	MARDAIR	11	1521851	04 April 1985
United States	SURCEPAK	11	1739146	01 November 1982
United States	STEDAIR	11	1528182	07 March 1985

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DELOITTE & TOUCHE

FAX:0131 2201663

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SCHEDULE OF TRADE MARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADE MARK</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
France	K LOGO	37 42	116066	23 September 1993
Pakistan	K LOGO	11	101898	02 March 1994
United States	KEY	09	74/721038	14 August 1993

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IN WITNESS WHEREOF the parties hereto have executed this Assignment consisting of this and the preceding pages and the Schedule as a deed and delivered it the day and year above written.

SIGNED for and on behalf of the said JOHN ZINK COMPANY LLC at by in the presence of this witness:-

Witness Elizabeth Plunkett Full Name 4728 East 78th St Address Tulsa, OK 74137

Handwritten signature of John Zink

SIGNED for and on behalf of the said KALDAIR HOLDINGS LIMITED (IN ADMINISTRATIVE RECEIVERSHIP) at Glasgow

by John Charles Reid one of the Receivers (without incurring personal liability on the part of either Receiver) in the presence of this witness:

Witness James Stephen Address Glasgow

Handwritten signature of James Stephen

SIGNED by John Charles Reid one of the Receivers (without incurring personal liability on the part of either Receiver) at Glasgow in the presence of this witness:

Witness James Stephen Address Glasgow

Handwritten signature of James Stephen