

11-21-2002

Docket No.:

CPA1941



Tab settings

To the Honorable Commissioner of Patents

102289014

Attached original documents or copy thereof.

1. Name of conveying party(ies):

**Kaldair Holdings Limited**



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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: October 11, 2001

2. Name and address of receiving party(ies):

Name: John Zink Company, LLC

11-15-02

Internal Address:

Street Address: 11920 E. Apache

City: Tulsa State: OK ZIP: 74116

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,732,824 K & Design

Additional numbers  Yes  No

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

Name: Ronald E. Shapiro, Esq.

Internal Address:

Street Address: Vorys, Sater, Seymour and Pease LLP

1828 L Street, NW, Eleventh Floor

City: Washington, State: DC ZIP: 20036

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

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

11/20/2002 LWELLER 00000112 1732824

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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.

Ronald E. Shapiro

Name of Person Signing

Signature

November 15, 2002

Date

Total number of pages including cover sheet, attachments, and

33

TRADEMARK

11-11-02 09:55 From:hammond suddards edge

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Job-221

11/08, 02 FRI 10:32 FAX #182341873

JOHNZINK PRESSDNT

2010

AN ASSIGNMENT made the 11<sup>th</sup> 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 6BY (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 7PB 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;

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**"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 registrable 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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JOHNZINK PRESIDENT

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## 2. ASSIGNMENT

- 2.1 Pursuant to the terms and provisions of the Agreement and in consideration of the payment of *Two Hundred Thousand Pounds Sterling (£200,000)*, 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.

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**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.

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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 hereinstated (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

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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.

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**SCHEDULE**

**Intellectual Property Rights**

Intellectual Property Rights



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1-SEP-01 (WED) 15:24

DELOITTE &amp; TOUCHE

FAX:0131 2201665

P.002

**FLAME STABILISER FOR PIPE FLARE**

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	GB-B-2028489	06.08.99
Denmark	Patent	DK 150027	02.08.99
France	Patent	FR 2433158	03.08.99
Germany	Patent	DE 2930941	31.07.99
Italy	Patent	IT 1119815	08.08.99
Norway	Patent	NOR 149601	07.08.99
Canada	Patent	CAN 1110157	06.10.98
USA	Patent	US 4548576	22.10.2002

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DELOITTE & TOUCHE

FAX:0131 2201663

P.003

### FLARE SNUFFING SYSTEM

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	GB-B-2049154	21.03.2000
Norway	Patent	NOR 148400	21.03.2000
USA	Patent	US 4344751	17.08.99

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DELOITTE &amp; TOUCHE

FAX:0131 2201663

P. 004

**STEAM FLARE WING PROJECTION ON  
COANDA SURFACE FOR FLAME  
STABILISATION**

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	EP-B-0053918	03.12.2001
Belgium	Patent	EP-B-0053918	03.12.2001
France	Patent	EP-B-0053918	03.12.2001
Italy	Patent	EP-B-0053918	03.12.2001
Ireland	Patent	EIR 52805	09.12.2001
Canada	Patent	CAN 1174584	18.09.2001
USA	Patent	US 4464110	07.08.2001
India	Patent	IN 154977	10.12.97

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DELOITTE & TOUCHE

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P.005

### AIR ASSISTED FLARE TIP

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	EP-B-0069486	16.06.2002
Belgium	Patent	EP-B-0069486	16.06.2002
France	Patent	EP-B-0069486	16.06.2002
Germany	Patent	P 3266788.4	16.06.2002
Italy	Patent	EP-B-0069486	16.06.2002
Canada	Patent	CAN 1188974	18.06.2002
US	Patent	US 4486168	04.12.2001
Mexico :	Patent	MEX 160166	15.12.2003

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P.005 2021

## IMPROVED BURNER ELEMENT FOR GROUND FLARE

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	EP-B-0139353	19.07.2004
Belgium	Patent	EP-B-0139353	19.07.2004
France	Patent	EP-B-0139353	19.07.2004
Germany	Patent	P 3466797.0	19.07.2004
Italy	Patent	EP-B-0139353	19.07.2004
Netherlands	Patent	EP-B-0139353	19.07.2004
Denmark	Patent	DK 160724	18.07.2004
Norway	Patent	NOR 158594	19.07.2004
Mexico	Patent	MEX 160363	12.02.2004
Canada	Patent	CAN 1224131	14.07.2004
USA	Patent	US 4643670	17.02.2004
Japan	Patent	JAP 1794915	19.07.2004

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### GAS CONDENSATE COANDA FLARE

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	EP-B-0153866	28.02.2005
France	Patent	EP-B-01563866	28.02.2005
Germany	Patent	P 3569020.8	28.02.2005
Italy	Patent	EP-B-0153866	28.02.2005
Netherlands	Patent	EP-B-0153866	28.02.2005
Denmark	Patent	DK 161411	04.03.2005
Norway	Patent	NOR 158268	01.03.2005
Canada :	Patent	CAN 1254396	23.05.2006
USA	Patent	US 4634372	06.01.2004

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P.008 21023

13-SEP. 01(WED) 15:25 DELOITTE & TOUCHE

# USE OF WATER INJECTION TO IMPROVE FLARE PERFORMANCE

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
Danmark	Patent	DK 163742	07.12.2004
Norway	Patent	NOR 158155	07.12.2004
USA.	Patent	US 4634370	06.01.2004
Ireland	Patent	EIR 56494	07.12.2004

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P.009 024

# APPARATUS FOR HEATING FLUIDS (Submerged Burner)

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	GB-B-1473386	29.04.94
France	Patent	FR 7512940	25.04.95
Germany	Patent	DE 2518836	28.04.93
Italy	Patent	IT 1032770	28.04.95
Netherlands	Patent	NE 181377	24.04.95
Spain	Patent	ES 437211	09.09.96
Sweden	Patent	SE 421147	24.04.95
Switzerland	Patent	CH 602978	24.04.95
Canada	Patent	CAN 1021765	29.11.94
USA	Patent	US 4018216	19.04.94



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DELOITTE & TOUCHE

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P. 010

### FINNED POST AERATED BURNER FOR GROUND FLARE

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
UK	Patent	EP-B-0062402	17.02.2002
France	Patent	EP-B-0062402	17.02.2002
Germany	Patent	F 3271970.1	17.02.2002
Netherlands	Patent	EP-B-0062402	17.02.2002
Canada	Patent	CAN 1189295	25.06.2002
USA	Patent	US 4493638	15.01.2002
Japan	Patent	JAP 1623207	17.02.2002
Mexico	Patent	MEX 162992	17.02.2002

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DELOITTE & TOUCHE

# FLARE RETENTION RINGS FOR MARDAIR FLARE

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
USA	Patent	US 4125361	14.11.95
Canada	Patent	CAN 1045022	26.12.95

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P.012

027

19 SEP 01 (WED) 15:26 DELOITTE & TOUCHE

### STEAM FLARE USING ADJUSTABLE INTERNAL CONNDA UNIT

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
US	Patent	US 4336017	22.06.99
Canada	Patent	CAN 1086631	30.09.97

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DELOITTE & TOUCHE

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P.013

# NOISE ATTENUATION SHIELDS FOR FLARES

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
Canada	Patent	CAN 1188973	18.06.2002

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P. 014

### SELF DAMPING GUYED STACK SYSTEM

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
Canada	Patent	CAN 1235875	03.05.2005

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P.015 21030

### DIRECT CONTACT WATER HEATER

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
Canada	Patent	CAN 1205374	03.06.2003
USA	Patent	US 4520761	04.06.2002

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DELOITTE & TOUCHE

# VARIABLE SLOT FLARE USING BELLEVILLE WASHERS

<u>COUNTRY</u>	<u>STATUS</u>	<u>NUMBER</u>	<u>EXPIRY</u>
USA	Patent	US 4073613	14.02.95
Canada	Patent	CAN 1018882	11.10.94

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JOHNZINK PRESIDENT

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DELOITTE &amp; TOUCHE

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P.003

SCHEDULE OF TRADE MARK REGISTRATIONS

COUNTRY	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
<del>Italy</del>	<del>SUNSHINE</del>	<del>01 08 11</del>	<del>106363</del>	<del>23 March 1988</del>
Japan	K LOGO	11	184148	30 June 1995
Korea (South)	K LOGO	11	230044	20 February 1992
Korea (South)	K LOGO	17	10781	19 November 1990
Korea (South)	K LOGO	41	12844	20 November 1990
<del>Korea (South)</del>	<del>SUNSHINE</del>	<del>11</del>	<del>174583</del>	<del>12 July 1988</del>
Norway	K LOGO	11 37 42	158187	28 July 1992
Norway	KALDAYE	11 37 42	121573	18 July 1988
Norway	HANDAIR	11	126337	08 April 1987
Norway	STEDAK	11	103356	19 September 1988



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DELOITTE & TOUCHE

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P.004

SCHEDULE OF TRADE MARK REGISTRATIONS

COUNTRY	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
Portugal	K LOGO	11	252576	30 April 1992
Portugal	K LOGO	27	252577	30 April 1992
Portugal	K LOGO	42	252578	30 April 1992
<del>Portugal</del>	<del>PHOTOPAK</del>	<del>11</del>	<del>011103</del>	<del>23 March 1992</del>
<del>Portugal</del>	<del>PHOTOPAK</del>	<del>01</del>	<del>044131</del>	<del>23 March 1992</del>
<del>Portugal</del>	<del>PHOTOPAK</del>	<del>08</del>	<del>044130</del>	<del>23 March 1992</del>
Singapore	K LOGO	11	1620/89	18 March 1988
Spain	K LOGO	11	1278892	06 April 1991
Spain	K LOGO	27	1278893	02 April 1991
Spain	K LOGO	42	1278884	02 April 1991

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SCHEDULE OF TRADE MARK REGISTRATIONS

COUNTRY	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
<del>Spain</del>	<del>MURGITROYD</del>	<del>09</del>	<del>105550</del>	<del>30 February 1990</del>
<del>Spain</del>	<del>MURGITROYD</del>	<del>31</del>	<del>101450</del>	<del>30 February 1988</del>
Sweden	K LOGO	11 37 42	321406	01 March 1991
Switzerland	K LOGO	11	378891	04 January 1989
Switzerland	K LOGO	37 42	414086	18 September 1992
Taiwan	K LOGO	37	46733	01 September 1990
Taiwan	K LOGO	11	489216	16 September 1990
Taiwan	K LOGO	11	487390	01 September 1990
Thailand	K LOGO	11	132640	12 April 1992
<del>Thailand</del>	<del>MURGITROYD</del>	<del>09</del>	<del>12880</del>	<del>21 July 1988</del>

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SCHEDULE OF TRADE MARK REGISTRATIONS

COUNTRY	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
<del>Thailand</del>	<del>TURSDARK</del>	<del>33</del>	<del>104868</del>	<del>21 July 1988</del>
Turkey	K LOGO	11	127786	21 October 1988
United Kingdom	K DARK	11	1135838	24 June 1980
United Kingdom	K DARK	06	1012078	31 May 1978
United Kingdom	K LOGO	11	1342234	21 October 1988
United Kingdom	K LOGO	37	1342228	25 October 1988
United Kingdom	K LOGO	42	1342226	25 October 1988
United Kingdom	KALDAIK	42	1292424	11 November 1985
United Kingdom	KALDAIK	40	1292423	11 November 1985
United Kingdom	KALDAIK	37	1292422	11 November 1985

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RESULTS OF TRADE MARK REGISTRATIONS

OFFICE	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
United Kingdom	KALRAIR	11	1168577	21 January 1982
United Kingdom	MALWARA	11	1214946	17 March 1984
United Kingdom	KANDAKH	11	1026462	22 February 1974
<del>United Kingdom</del>	<del>SURCPAK</del>	<del>09</del>	<del>1127033</del>	<del>16 November 1987</del>
<del>United Kingdom</del>	<del>SURCPAK</del>	<del>09</del>	<del>1127033</del>	<del>16 November 1987</del>
<del>United Kingdom</del>	<del>PERCHAK</del>	<del>11</del>	<del>1127064</del>	<del>16 November 1987</del>
United Kingdom	KREKATH	11	1026462	22 February 1974
United States	ADDAIR	11	1889007	24 July 1984
United States	INDAIR	11	1932092	04 April 1989
United States	K LOGO	11 17 42	1932024	17 November 1989

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SCHEDULES OF TRADE MARK REGISTRATIONS

<u>COUNTRY</u>	<u>TRADE MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE</u>
United States	MALNAR	27 42	1528678	17 July 1994
United States	MARNAIR	11	1522891	04 April 1993
<del>United States</del>	<del>PURCELL</del>	<del>11</del>	<del>1528110</del>	<del>03 November 1992</del>
United States	STEDAIR	11	1528109	07 March 1992

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SCHEDULE OF TRADE MARK APPLICATIONS

<u>COUNTRY</u>	<u>MARK NAME</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Canada	K 1000	37 42	116066	29 September 1997
Pakistan	K 1000	11	101898	32 March 1999
United States	KFP	09	74/721036	26 August 1990

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LISTING OF TRADE MARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADE MARK</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Greece	X LOGO	37 42	116066	23 September 1991
Pakistan	X LOGO	11	111808	30 March 1991
United States	KSP	03	74/721028	24 August 1976

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MARKS BY TRADE MARK REGISTRATION

COUNTRY	TRADE MARK	CLASS	REGISTRATION NUMBER	DATE
Portugal	X LOGO	11	252576	30 April 1992
Portugal	X LOGO	17	252577	30 April 1992
Portugal	X LOGO	43	252578	30 April 1992
<del>Portugal</del>	<del>PHOSPHAX</del>	<del>11</del>	<del>244348</del>	<del>25 March 1992</del>
<del>Portugal</del>	<del>PHOSPHAX</del>	<del>01</del>	<del>244349</del>	<del>25 March 1992</del>
<del>Portugal</del>	<del>PHOSPHAX</del>	<del>09</del>	<del>244350</del>	<del>25 March 1992</del>
Singapore	X LOGO	11	1520/89	18 March 1989
Spain	X LOGO	11	1278892	08 April 1992
Spain	X LOGO	37	1278893	08 April 1992
Spain	X LOGO	42	1278894	08 April 1992



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 *[Signature]*  
Full Name *[Signature]*  
Address *[Signature]*  
*TULSA, OK 74137*

*[Signature]*  
*[Signature]*

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

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

Witness *[Signature]*  
Full Name *[Signature]*  
Address *[Signature]*  
*62001 JOURNAL, Gwynon*

*[Signature]*

SIGNED by *John Curless Ltd* one of the Receivers (without incurring personal liability on the part of either Receiver) at *Gwynon* in the presence of this witness:

Witness *[Signature]*  
Full Name *[Signature]*  
Address *[Signature]*  
*62001 JOURNAL, Gwynon*

*[Signature]*