

6-2-03

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011
(exp. 4/94)

**RECORDATION FOR
TRADEMARK**
TM: 11092

DEPARTMENT OF COMMERCE
Patent and Trademark Office

06-04-2003



102463211

...nts or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: P

1. Name of conveying party(ies):
Aquazur Limited
 Individual(s)
 General Partnership
 Corporation-State
 Other International Subsidiary
Additional names(s) of conveying party(ies) attached? Yes No

Name: Nalco Limited
Internal Address: _____
Street Address: P. O. Box 11, Winnington Avenue
City: Cheshire, England State: _____ ZIP: CW84DX
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other International Subsidiary
If assignee is not domiciled in the United States, a domestic representative designation is attached:
(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

4. Application number(s) or patent number(s)
A. Trademark Application No. (s)
75/438,966
Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael B. Martin
Patent and Trademark Department
Internal Address: Ondeo Nalco Company
Street Address: Ondeo Nalco Center
City: Naperville State: Illinois ZIP: 60563-1198

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: 14-0105
(Attach duplicate copy of this page if paying by deposit account)

06/03/2003 TDIAZ1 00000079 140105 75438966 DO NOT USE THIS SPACE
01 FC:0521 40.00 CH

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.
Michael B. Martin, Reg. No. 37,521
Name of Person Signing Michael B. Martin Signature 5/30/03 Date
Total number of pages including cover sheet, attachments, and document: 20

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

TRADEMARK
REEL: 002744 FRAME: 0817

DATED

1st June

2000

- (1) AQUAZUR LIMITED
- (2) NALCO LIMITED

**INTELLECTUAL PROPERTY
ASSIGNMENT**

EVERSHEDS

London Scottish House
24 Mount Street
Manchester M2 3DB
Tel: 0161 832 6666
Fax: 0161 832 5337

CONTENTS

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THIS ASSIGNMENT is made the

2000.

BETWEEN:

- (1) AQUAZUR LIMITED (registered in England and Wales under company number 01463262) whose registered office is at Chapel House, Alma Road, Windsor, Berkshire, SL4 3TB ("Aquazur"); and
- (2) NALCO LIMITED (registered in England and Wales with company number 0615548) whose registered office is at Winnington Avenue, Northwich, Cheshire, CW8 4DX ("Nalco").

BACKGROUND

- (A) By a special resolution, Houseman Limited changed its name to Aquazur Limited with effect from 4th January 1999.
- (B) By an agreement made between Aquazur and Nalco of even date with this Assignment ("the Sale Agreement"), Aquazur has agreed to sell and transfer and Nalco has agreed to purchase the Business (as defined below).
- (C) Pursuant to the Sale Agreement, Aquazur has agreed to assign all the Intellectual Property, Patents, Trade Marks and Trade Mark Applications (as defined below) to Nalco.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1 In this Assignment (including the Recitals and Schedules) the following words shall have the following meanings unless inconsistent with the context:

"Business" the business of operating and maintaining waste water purification systems installed at customers' premises and sourcing and supplying chemicals for use in water treatment and manufacturing and selling of dispersants for use in the paper industry carried on by Aquazur;

"Intellectual Property" all industrial and intellectual property rights, used in respect of or relating to the Business subsisting in any part of the world, including but not limited to United Kingdom and foreign patents, unregistered trade marks or trade names, designs,

design rights, and copyrights (in each case whether registered or not) and applications for the same, the Know-How, rights in databases, software, topography rights and any other rights of a similar nature existing in any part of the world and including any intellectual property licensed for use in the Business from third parties or by the Assignor to third parties;

“Know-How”

all know-how, inventions, discoveries, experience, data, technical or commercial information of Calgon relating to or arising in connection with the Business and in relation to any products used, manufactured or exploited in the Business, including without limitation, information relating to the design, development, manufacture and testing of such products.

“Patents”

the patents set out in **Schedule 1**;

“Trade Marks”

the trade marks set out in **Schedule 2 Part 1**;

“Trade Mark Applications”

the trade mark applications set out in **Schedule 2 Part 2**;

1.2 The headings used in this Assignment shall not affect its interpretation except in the Schedule.

2. **ASSIGNMENT**

2.1 In consideration of £1.00 paid by Nalco to Aquazur (receipt and sufficiency of which Aquazur now acknowledges), Aquazur assigns to Nalco with full title guarantee:

2.1.1 all its respective rights, title and interest in the Patents, Trade Marks and Trade Mark Applications together with the goodwill of the Business concerned in the goods or services in respect of which the Patents and Trade Marks are registered and the Trade Mark Applications have been made;

2.1.2 all its respective rights title and interest in the Intellectual Property;

2.1.3 all rights and powers arising or accrued from the Patents, Trade Marks, Trade Mark Applications and the Intellectual Property, including any right to sue for damages and other remedies and any right to have the benefit of any remedy obtained on any supposed infringement of such Patents, Trade

Marks, Trade Mark Applications and Intellectual Property before the date of this Assignment; and

2.1.4 all of its rights to apply for protection in any part of the world in relation to all or any of the Patents, Trade Marks, Trade Mark Applications and Intellectual Property, including the right to apply for renewals and extensions and the right to claim priority from earlier applications.

2.2 Aquazur agrees to take such steps and to execute any further documents, at Nalco's cost, that Nalco may reasonably require, to vest the Patents, Trade Marks, Trade Mark Applications and Intellectual Property in Nalco, and to supply Nalco with all technical information, drawings and other documents in its custody or control relating to or representing the Intellectual Property.

3. **WARRANTIES AND INDEMNITIES**

3.1 Aquazur warrants that:

3.1.1 it is the legal owner of the Patents, Trade Marks and Trade Mark Applications and is the legal and beneficial owner of the Intellectual Property and is entitled to enter into this Assignment and assign the rights assigned by it under this Assignment;

3.1.2 it has not, either by act or omission, caused or permitted anything to be done which might endanger the validity of the Patents, Trade Marks and Trade Mark Applications or the ability of Nalco to register this Assignment;

3.1.3 it will not use the Patent, Trade Marks, Trade Mark Applications and/or the Intellectual Property after the date of this Agreement;

3.1.4 it has not charged or encumbered the Intellectual Property and/or the Patents, Trade Marks and Trade Mark Applications; and

3.1.5 any renewal fee payable by the date of this Assignment has been duly paid.

3.2 Aquazur agrees to indemnify and to keep Nalco indemnified against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses arising out of any breach of any of the warranties in **clause 3.1** or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach, and at the request of Nalco it shall provide all such reasonable assistance as Nalco may require to enable Nalco to resist any action, claim or proceedings brought against Nalco as a consequence of any such breach.

4. **GOVERNING LAW**

This Assignment is governed by English Law, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

THIS ASSIGNMENT has been executed and delivered as a deed on the date stated at the beginning of this Agreement.

SCHEDULE 1

Patents

<i>Country</i>	<i>Applicant</i>	<i>Publication No</i>	<i>Date</i>
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SCHEDULE 2

Part 1 – Trade Marks

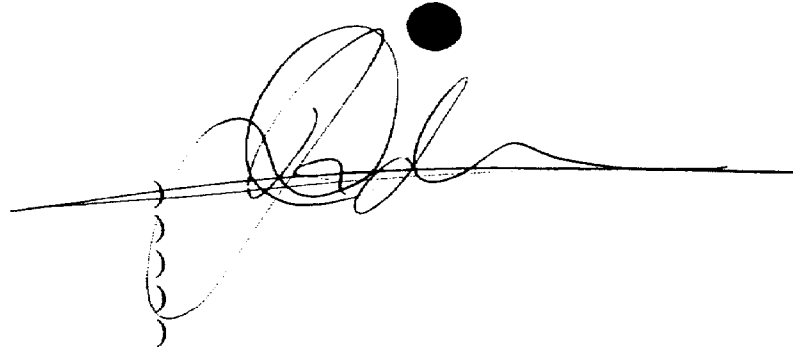
<i>Country</i>	<i>Applicant</i>	<i>Trade Mark</i>	<i>Application No</i>	<i>Date</i>	<i>Class</i>
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SCHEDULE 2

Part 2 - Trade Mark Applications

<i>Country</i>	<i>Applicant</i>	<i>Trade Mark</i>	<i>Application No</i>	<i>Date</i>	<i>Class</i>
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SIGNED as a deed by
AQUAZUR LIMITED
acting by
a director and its secretary
or two directors

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right. The signature is positioned above a horizontal line.

)
Director

Director/Secretary

SIGNED as a deed by
NALCO LIMITED
acting by
a director and its secretary
or two directors

)
)
)
)
)
)

Director

Director/Secretary

SIGNED as a deed by
AQUAZUR LIMITED
acting by
a director and its secretary
or two directors

)
)
)
)
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Director

Director/Secretary

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)
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Director

Director/Secretary

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acting by
a director and its secretary
or two directors

)
)
)
)
)
)
Director

✓ **Director/Secretary** 

SIGNED as a deed by
NALCO LIMITED
acting by
a director and its secretary
or two directors

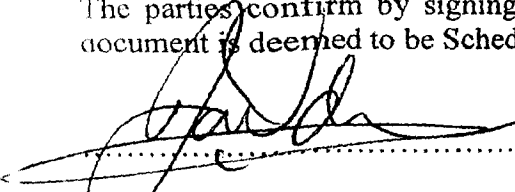
)
)
)
)
)
)
Director

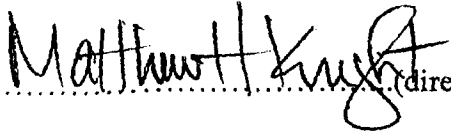
✓ **Director/Secretary** 

By an assignment dated 1 June 2000 between Aquazur Limited and Nalco Limited ("the Assignment"), Aquazur Limited transferred certain intellectual property to Nalco Limited. Words and phrases used in this letter shall have the same meaning as those contained in the Assignment.

It was the intention of the parties to insert full details of the Patents, Trade Marks and Trade Mark Applications into the Schedules to the Assignment. However, the Schedules were omitted from the Assignment which was signed by the parties.

The parties confirm by signing below and initialling each page attached that the attached document is deemed to be Schedule 1 of the Assignment.


..... (director / secretary)
on behalf of AQUAZUR LIMITED

AK

..... (director / secretary)
on behalf of NALCO LIMITED

HOUSEMAN/AQUAZUR PATENTS

(7)

Clients Reference:

Country:

Applicant:

Application No.:

Application Date:

Publication/Grant No.:

Grant Date:

BIO 87/6/52
United States of America
Aquazur Limited

777158
16 October 1991

5349874
27 September 1994

Bio 87/6/52
Germany
Houseman Limited

89301074.4
3 February 1989

0327386
1 June 1994

Bio 87/6/52
France
Houseman Limited

89301074.4
3 February 1989

0327386
1 June 1994

Bio 87/6/52
United Kingdom
Houseman Limited

89301074.4
3 February 1989

0327386
1 June 1994

LP5
United Kingdom
Houseman Limited

83300863.4
18 February 1983

0087295
10 December 1986

Purogene with Sulphamic
United Kingdom
Aquazur Limited

9827420.2
11 December 1998

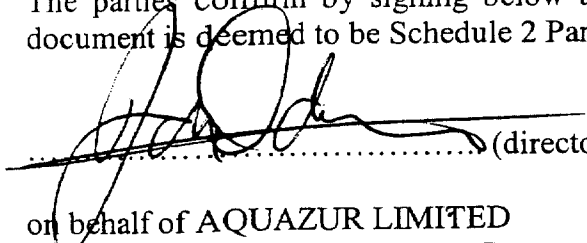
2332148

Date: 16/5/00

By an assignment dated 1 June 2000 between Aquazur Limited and Nalco Limited ("the Assignment"), Aquazur Limited transferred certain intellectual property to Nalco Limited. Words and phrases used in this letter shall have the same meaning as those contained in the Assignment.

It was the intention of the parties to insert full details of the Patents, Trade Marks and Trade Mark Applications into the Schedules to the Assignment. However, the Schedules were omitted from the Assignment which was signed by the parties.

The parties confirm by signing below and initialling each page attached that the attached document is deemed to be Schedule 2 Part 2 of the Assignment.


..... (director / secretary)
on behalf of AQUAZUR LIMITED

REC

..... (director / secretary)
on behalf of NALCO LIMITED

<u>Country:</u>	<u>Applicant:</u>	<u>Trade Mark:</u>	<u>App. No.:</u>	<u>App. Date:</u>	<u>Classes:</u>
India	Houseman Limited	PermaClean	754948	23 May 1997	1
India	Houseman Limited	PermaTreat	791334	13 Jan 1998	1
South Africa	Houseman Limited	PermaClean	09705525	15 Apr 1997	1
South Africa	Houseman Limited	PermaTreat	98100714	20 Jan 1998	1
Turkey	Houseman Limited	PermaTreat	1998/5379	04 May 1998	1
United States of America	Houseman Limited	PermaCare	751438966	23 Feb 1998	1 5 40

<u>Country:</u>	<u>Applicant:</u>	<u>Trade Mark:</u>	<u>App. No.:</u>	<u>App. Date:</u>	<u>Classes:</u>
Brazil	Aquazur Limited	PermaCare	821409913	12 Feb 1999	1,50/90
Brazil	Aquazur Limited	PermaCare	821409921	12 Feb 1999	40,55
Brazil	Aquazur Limited	PermaTreat	820546895	09 Feb 1998	1,90
Canada	Aquazur Limited	PermaClean	842237	15 Apr 1997	n/a
Canada	Aquazur Limited	PermaCare	1003279	26 Jan 1999	n/a
China	Aquazur Limited	PermaCare	9900015747	10 Feb 1999	40
China	Aquazur Limited	PermaCare	9900015748	10 Feb 1999	42
China	Aquazur Limited	PermaCare	9900015749	10 Feb 1999	1
China	Aquazur Limited	PermaCare	9900015750	10 Feb 1999	5
China	Aquazur Limited	PermaCare	000715060	29 Dec 1997	1
Euro-Community (CTM)	Aquazur Limited	PermaTreat	001045848	14 Jan 1999	1,5,42
Euro-Community (CTM)	Aquazur Limited	PermaCare	001241850	09 Jul 1999	1,9
Euro-Community (CTM)	Aquazur Limited	ENVIROX	838184	25 Jan 1999	1
India	Aquazur Limited	PermaCare	838185	25 Jan 1999	5
India	Aquazur Limited	PermaCare	11-3647	20 Jan 1999	1,5,40
India	Aquazur Limited	PermaCare	266/1999	09 Feb 1999	1,5,40
Japan	Aquazur Limited	PermaCare	361860	28 Jan 1999	1
Korea (Republic of)	Aquazur Limited	PermaCare	361861	28 Jan 1999	5
Mexico	Aquazur Limited	PermaCare	361862	28 Jan 1999	42
Mexico	Aquazur Limited	PermaCare	734/99	27 Jan 1999	1
Singapore	Aquazur Limited	PermaCare	735/99	27 Jan 1999	5

Singapore	Aquazur Limited	PermaCare	7/16/99	27 Jan 1999	40
Singapore	Aquazur Limited	PermaTreat	S/14965/97	08 Dec 1997	1
South Africa	Aquazur Limited	PermaCare	09900631	18 Jan 1999	1
South Africa	Aquazur Limited	PermaCare	09900632	18 Jan 1999	5
South Africa	Aquazur Limited	PermaCare	09900633	18 Jan 1999	40
Turkey	Aquazur Limited	PermaCare	1999/1532	19 Feb 1999	40
Turkey	Aquazur Limited	PermaCare	1999/1533	19 Feb 1999	15
United States of America	Aquazur Limited	PermaCare	75/438966	23 Feb 1998	15