

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp.4/94)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY TM: PERMATREAT	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Aquazur Limited <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>International Subsidiary</u> Additional names(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Nalco Limited</u> Street Address: <u>P.O. Box 11, Winnington Ave.</u> City: <u>Cheshire</u> Country: <u>England</u> ZIP: <u>CW8 4DX</u> <input checked="" type="checkbox"/> Other: <u>International Subsidiary</u> <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 1, 2000</u>	

4. Application number(s) or patent number(s) A. Trademark Application No. (s)	B. Trademark Registration No.(s) <div style="text-align: center; font-size: 1.2em;">2,270,399</div>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael B. Martin</u> Internal Address: <u>Nalco Company</u> Street Address: <u>1601 W. Diehl Road</u> City: <u>Naperville</u> State: <u>IL</u> ZIP: <u>60563-1198</u>	6. Total number of applications and registrations involved: _____ 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>14-0105</u> (Attach duplicate copy of this page if paying by deposit account)
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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.

Michael B. Martin 5/28/04
 Michael B. Martin, Reg. No. 37,521 DATE

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

CH \$40.00 140105 2270399

Draft
MARSHCL / BarkerLi
25 May 2000

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

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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

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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

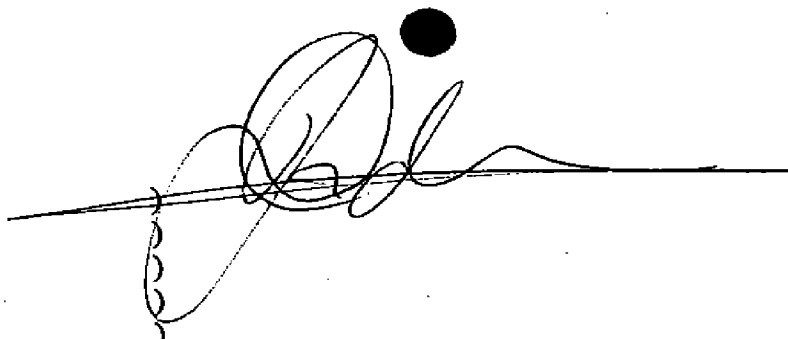
<i>Country</i>	<i>Applicant</i>	<i>Trade Mark</i>	<i>Application No</i>	<i>Date</i>	<i>Class</i>
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SCHEDULE 2

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



Director

Director/Secretary

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

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)
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)
)
)

Director

Director/Secretary

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AQUAZUR LIMITED
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a director and its secretary
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acting by
a director and its secretary
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)

Director

Director/Secretary

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AQUAZUR LIMITED
acting by
a director and its secretary
or two directors**

)
)
)
)
)
Director

✓ **Director/Secretary** *Com M*

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

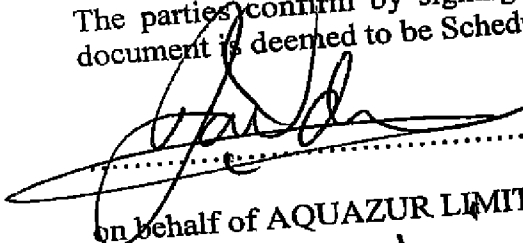
)
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Director

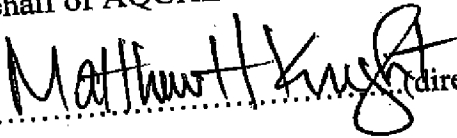
✓ **Director/Secretary** *Com M*

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

WCC

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

HOUSEMAN/AQUAZUR PATENTS

Clients Reference:

Country:

Applicant:

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

Bio 87/6/52
Germany
Houseman Limited

Bio 87/6/52
France
Houseman Limited

Bio 87/6/52
United Kingdom
Houseman Limited

LP5
United Kingdom
Houseman Limited

Purogene with Sulphamic
United Kingdom
Aquazur Limited

Date: 16/5/00

Application No.:
Application Date:

777158
16 October 1991

89301074.4
3 February 1989

89301074.4
3 February 1989

89301074.4
3 February 1989

83300863.4
18 February 1983

9827420.2
11 December 1998

Publication/Grant No.:
Grant Date:

5349874
27 September 1994

0327386
1 June 1994

0327386
1 June 1994

0327386
1 June 1994

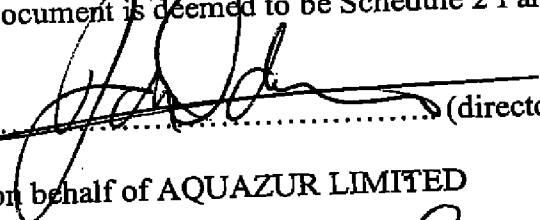
0087295
10 December 1986

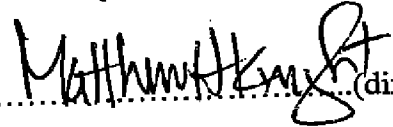
2332148

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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

KCC

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

<u>Country:</u>	<u>Applicant:</u>	<u>Trade Mark:</u>	<u>Reg. No:</u>	<u>Reg. Date:</u>	<u>Classes:</u>
Benlux	Houseman Limited	D.M.C.M.	110040	31 Dec 1980	12
China	Houseman Limited	PernaTreat	1265094	21 Apr 1999	1
China	Houseman Limited	PernaClean	1222038	14 Nov 1998	1
Mexico	Houseman Limited	PernaClean	570539	23 May 1997	1
Mexico	Houseman Limited	PernaTreat	579299	23 Mar 1998	1
South Africa	Houseman Limited	D.M.C.M.	33/1275	27 Nov 1933	1
South Africa	Houseman Limited	PernaClean	97/05525	15 Apr 1997	1
United Kingdom	Houseman Limited	HATACIDE	1201087	04 Aug 1983	5
United Kingdom	Houseman Limited	ENVIROFLOC	2022581	01 Jun 1995	1
United Kingdom	Houseman Limited	ACUPUR	2154053	19 Dec 1997	1
United States of America	Houseman Limited	PernaClean	2180260	11 Aug 1998	3

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United Kingdom	Aquazur Limited	POLYTREAT	1301095	16 Feb 1987	1
United Kingdom	Aquazur Limited	HERON Device	1498923	28 Apr 1992	1
United Kingdom	Aquazur Limited	HERON Device	1498924	28 Apr 1992	2
United Kingdom	Aquazur Limited	HERON Device	1498925	28 Apr 1992	5
United Kingdom	Aquazur Limited	HERON Device	1498926	28 Apr 1992	37
United Kingdom	Aquazur Limited	HERON Device	1498927	28 Apr 1992	40
United Kingdom	Aquazur Limited	HERON Device	1498927	28 Apr 1992	11
United Kingdom	Aquazur Limited	IET-stream	1522293	17 Dec 1992	7
United Kingdom	Aquazur Limited	MICROflo	1530539	23 Mar 1993	1
United Kingdom	Aquazur Limited	PermaClean	2127898	27 Mar 1997	1
United Kingdom	Aquazur Limited	PermaTreat	2151864	25 Nov 1997	1
United Kingdom	Aquazur Limited	PermaCare	2186222	14 Jan 1999	15 40
United Kingdom	Aquazur Limited	ENVIROX	2189908	23 Feb 1999	19
United Kingdom	Aquazur Limited	DATAZUR	2204498	30 Jul 1999	9 11
United States of America	Aquazur Limited	PermaTreat	2270399	17 Aug 1999	1

<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	98/00714	20 Jan 1998	1
Turkey	Houseman Limited	PermaTreat	1998/5379	04 May 1998	1
United States of America	Houseman Limited	PermaCare	75/438966	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
		PermaClean	842237	15 Apr 1997	n/a
Canada	Aquazur Limited	PermaCare	1003279	26 Jan 1999	n/a
Canada	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	PermaTreat	000715060	29 Dec 1997	1
Euro-Community (CTM)	Aquazur Limited	PermaCare	001045848	14 Jan 1999	1,5,42
Euro-Community (CTM)	Aquazur Limited	ENVTROX	001241850	09 Jul 1999	1,9
Euro-Community (CTM)	Aquazur Limited	PermaCare	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
Japan	Aquazur Limited	PermaCare	2661999	09 Feb 1999	1,5,40
Korea (Republic of)	Aquazur Limited	PermaCare	361860	28 Jan 1999	1
Mexico	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			

Singapore	Aquazur Limited	PermaCare	736/99	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/LS32	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