

Form PTO-1594

(Rev. 10/02)

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE
U.S. 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):

WOLVERINE PROCTOR & SCHWARTZ, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/11/2005

2. Name and address of receiving party(ies)

Name: WOLVERINE PROCTOR & SCHWARTZ, LLC

Internal

Address: _____

Street Address: 50 E. Main Street

City: Merrimac State: MA Zip: 01850

- ☐ 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 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 0654465

0765424, 1101965, 1244130, 128466

Additional number(s) attached ☐ Yes ☒ No

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

Name: Darren W. Collins

Internal Address: Patton Boggs LLP

Suite 3000

Street Address: 2001 Ross Avenue

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2816

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins

Name of Person Signing



Signature

March 31, 2005

Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$140.00 602816 0654465

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Wolverine Proctor & Schwartz, Inc., a Delaware corporation, having a place of business at 51 E. Main Street, Merrimac, Massachusetts 01850 ("Assignor"), owns all of the intellectual property described on Schedule A attached hereto (the "Company Intellectual Property"), including without limitation, the trademarks listed on Schedule B attached hereto, which includes common law trademarks, pending applications for federal and foreign registration and federal, state and foreign registered trademarks (the "Marks") and the patents listed on Schedule C attached hereto, which includes pending applications for and issued letter patents in the United States and abroad (the "Patents"); and

WHEREAS, Wolverine Proctor & Schwartz, LLC, a Delaware limited liability company having a place of business at 50 E. Main Street, Merrimac, Massachusetts 01850 ("Assignee"), is desirous of acquiring the Company Intellectual Property, including, without limitation, the Marks and the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor does hereby assign, transfer, convey and set over unto Assignee its entire right, title and interest in and to the Company Intellectual Property, the Marks and the Patents, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant to, associated with or symbolized by the Marks, the Patents and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Company Intellectual Property, the Marks and the Patents; the right to prosecute applications for trademarks and patents; all rights of Assignor corresponding to the Company Intellectual Property, the Marks and Patents throughout the world; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the Marks and the Patents; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Company Intellectual Property, and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. The Assignor hereby covenants and agrees that it will, at the request of the Assignee and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively assign and deliver to, and vest in, the Assignee, its successors and assigns, good title to the Company Intellectual Property hereby sold, transferred, conveyed, assigned and delivered.

3. This assignment has been executed and delivered by the Assignor in accordance with that certain Asset Purchase Agreement by and between the Assignor and Assignee dated as of February 11, 2005 (the "Agreement").

4. The Assignor does hereby irrevocably constitute and appoint the Assignee, its successors and assigns, as its true and lawful attorney, with full power of substitution, in the Assignor's name, and on behalf of the Assignor, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, comprising the Company Intellectual Property hereby assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instrument of satisfaction and release.

5. The Assignor, by its execution of this Assignment of Intellectual Property, and the Assignee, by its acceptance of this Assignment of Intellectual Property, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

6. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereto consent to and submit to the jurisdiction of the courts of the State of Delaware.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the 11th day of February, 2005.

WOLVERINE PROCTOR & SCHWARTZ, INC.

By: [Signature]
Name: Mark A. Brown
Title: VP

State of Massachusetts)

County of Suffolk)

ss

On this ____ day of _____, 2005, before me personally came Mark Brown, to me known, who being by me duly sworn, did depose and say that he resides at 86 Haze Road Hampton, NH; that he is the Vice President of Wolverine Proctor & Schwartz, the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.

[Signature]
Notary Public
My Commission Expires: 06/20/08

felder\46832.0\assignment of IP to LLC

Schedule A

Definition of Company Intellectual Property

"Intellectual Property Rights" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, processes, formulas, know how, computer software programs (in both source code and object code form), technology, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all trade names, logos, business names, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; (vi) all customer lists, databases and data collections and all rights therein throughout the world; (vii) all moral and economic rights of authors and inventors, however denominated, throughout the world; (viii) all Software; (ix) all licenses and other agreements to which the Assignor is a party (as licensor or licensee) or by which the Assignor is bound relating to any of the foregoing kinds of property; (x) all rights to any "know how", trade secrets or use of ideas; and (xi) any similar or equivalent rights to any of the foregoing anywhere in the world;

"Commercial Software Rights" shall mean commercially available software programs generally available to the public (including without limitation both so-called "shrink-wrap" software and enterprise software) which have been licensed to the Assignor or its subsidiaries pursuant to end-user licenses and which are used in the Business, but are in no way a component of or incorporated in any of the Assignor's or any of its subsidiaries' Software;

"Company Intellectual Property" shall mean any Intellectual Property Rights to the extent used in or under development for use in the Company's business, including without limitation those Intellectual Property Rights used internally by the Assignor in the Company's business and those licensed, sold or distributed by the Assignor in the Company's business to third parties, but excluding all Commercial Software Rights and Embedded Third Party Software;

"Software" means all software used in connection with the Company's business, whether or not for internal use or for licensing, sale or distribution.

"Embedded Third Party Software" shall mean all Software that is licensed to the Assignor by a third party and is a component of, or incorporated into, any of the Assignor's or any of its subsidiaries' products.

Schedule B**Trademarks****U.S.****U.S.**

0654465 - JETZONE
0765424 - PROCTOR
1101965 - COM-PAK
1244130 - PROCTOR
1258466 - JETROAST

Non-U.S.

1444680 - JETZONE (Japan)
233526 PROCTOR - (Canada)
1734107 PROCTOR (Argentina)
1539269 PROCTOR (Argentina)
1668754 PROCTOR (Argentina)
B228911 PROCTOR & DEVICE (AUSTRALIA)
816888051 PROCTOR (Brazil)
811879127 PROCTOR-SCHWARTZ (Brazil)
1030264 PROCTOR (U.K.)

Schedule C**Patents****U.S.**

4776107 - WEB TREATMENT SYSTEM
4956271 - MATERIAL TREATMENT
5651191 - MATERIAL TREATMENT SYSTEM
4763770 - TRAVELING VIBRATING DIVERTER FEED SYSTEM
5915817 - PROCESS FOR DRYING PARTICULATE MATTER

Non-U.S.

1201006 - MATERIAL TREATMENT/BATCH ROASTER (Canada)
1259523 - INCINERATOR SYSTEM (Canada)
2575151 - MEAT COOKER (Japan)
1672263 - MATERIAL TREATMENT/BATCH ROASTER (Japan)
1296176 - LINK MEAT COOKER (Canada)