


11-7-05

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

11-17-2005  


U.S. DEPARTMENT OF COMMERCE  
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Send original documents or copy thereof.

103120939

1. Name of conveying party(ies)  
**U.S. Filter/BCP Acquisition Corporation**  
  
Individual(s) citizenship:  
  
Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies):  
Name: **U.S. Filter Wheelabrator (Canada), Inc.**  
  
Internal Address:  
Street Address: 2180 Speers Road Oakville Ontario, L6L 2X8 Canada  
  
Individual(s) citizenship:

3. Nature of conveyance:  
 Corrective Assignment to correct the execution date of Assignment to February 9, 1998  
 Merger  
 Security Agreement  Change of Name  
 Other  
  
Execution Date: February 9, 1998  
Document ID No.: 900029619

If assignee is not domiciled in the United States, a domestic representative designation may be attached.  
(Designations may be a separate document from assignment.)  
Additional name(s) & address(es) attached? No

4. Application number(s) or Registration number(s):  
A. Trademark Application No(s):  
B. Trademark Registration No(s): **2,270,164**  
Additional number(s) attached? No

NOV - 7 2005

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: **Aaron W. Moore**  
Address: **Lowrie, Lando & Anastasi, LLP  
One Main Street, 11<sup>th</sup> Floor  
Cambridge, MA 02142**

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

The Commissioner is authorized to charge any deficiencies to:  
  
8. Deposit account number: **50/2762**  
**11/17/2005 MUELLER 00000001 2270164**

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9. Signature  
**Aaron W. Moore**  **11/3/05**  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Services Division, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,  
Alexandria, VA 22313-1450

**GENERAL INTELLECTUAL PROPERTY ASSIGNMENT**

The undersigned,

**U.S. FILTER/BCP ACQUISITION CORPORATION**

(hereinafter called the "Assignor"), a Delaware corporation, in consideration of Five Dollars (\$5.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, assign and transfer to:

**U.S. FILTER/WHEELABRATOR (CANADA) INC.**

(hereinafter called the "Assignee"), a Canadian corporation, having a principal place of business at 2180 Speers Road Oakville, Ontario, L6L 2X8, Canada, all of Assignor's right, title and interest in the United States, in and to any and all rights, interest and title in any and all intellectual property and industrial property relating to any and all work, products, endeavours and technology of Assignor, including, but not limited to, any and all inventions, discoveries, improvements, patents, patent applications, trade marks, trade mark registrations, trade mark applications, trade names, fictitious names, service marks, logos, brand names, trade name registrations, trade name applications, trade mark oppositions, copyright, copyright registrations, copyright applications, industrial designs, industrial design registrations, industrial design applications, process, know-how relating to any of the above, improvements relating to any of the above, goodwill which it has in any trade mark or trade name, confidential information, formulae, trade secrets and any other knowledge, document, blueprint, specification, drawing, information, licence, sub-licence and contract having any possible advantage to the operation of the business of Assignor or to the use of the technology, projects or endeavours of Assignor;

And, more specifically, but without restricting the generality of this assignment, the specific patents, patent applications, trade marks, trade mark registrations, trade mark applications, copyrights, copyright registrations, copyright applications, industrial designs, industrial design registrations and industrial design applications as specifically identified below:

**U.S. Patents**

Patent No.: 5,360,486  
For: Blast Cleaning Apparatus and Method with Laterally Moving Conveyors  
Patent Date: November 1, 1994

Patent No.: 5,417,608  
For: Blast Cleaning Apparatus with Laterally Moving Conveyors  
Patent Date: May 23, 1995

Patent No.: 5,476,412  
For: Blade and Wheel Plate for Blast Cleaning Wheel  
Patent Date: December 19, 1995

**U.S. Patent Applications**

Serial No.: 08/610,056  
For: Resilient Lifter for Wire Coil Blast Cleaning Apparatus  
Filing Date: February 29, 1996

Serial No.: 08/740,922  
For: Rotatable Blast Cleaning Conveying Surface and Apparatus  
Filing Date: November 5, 1996

Serial No.: Not Yet Given (But a Continuation of 08/740,922)  
For: Rotatable Blast Cleaning Conveying Surface and Apparatus  
Filing Date: November 4, 1998

**U.S. Trade Mark Registrations**

Reg. No.: 2,083,304  
Trade Mark: BCF  
Serial No.: 75/065,104  
Filing Date: February 28, 1996  
Reg. Date: July 29, 1997

**U.S. Trade Mark Applications**

Serial No.: 75/295,832  
Trade Mark: TARGETLOK  
Filing Date: May 21, 1997

**Serial No.: 75/295,834**  
**Trade Mark: MICROBLAST**  
**Filing Date: May 21, 1997**

**Serial No.: 75/295,835**  
**Trade Mark: MESHBLAST**  
**Filing Date: May 21, 1997**

**Serial No.: 75/295,836**  
**Trade Mark: COILBLAST**  
**Filing Date: May 21, 1997**

**Serial No.: 75/295,837**  
**Trade Mark: AUTOBLAST**  
**Filing Date: May 21, 1997**

**Serial No.: 75/295,838**  
**Trade Mark: TRUBLAST**  
**Filing Date: May 21, 1997**

**And Assignor further assigns to Assignee all of its existing and potential causes of action and rights to claim damages and/or profits with respect to violations or infringements of any right or interest assigned herein**

**And Assignor further agrees to assist Assignee in the implementation of this Assignment by executing and signing any other document as reasonably requested by Assignee relating to the implementation of this Assignment including the recordal of this Assignment or any aspect of the Assignment and including executing or signing a further assignment document specifically**

identifying part of the property assigned herein, and Assignor agrees to do so without any further charge or fee.

SIGNED at Atlanta, Georgia, United States of America, this 9<sup>th</sup> day of February, 1998.

WITNESS:

U.S. FILTER/BCP ACQUISITION CORPORATION

[Signature]

[Signature]  
By: THOMAS P. WARREN  
Position: PRESIDENT

DECLARATION OF WITNESS

I, David A. Foster, hereby declare that I was personally present and did see the above-named person duly sign and execute the foregoing Assignment.

[Signature]  
Signature of Witness