

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Order Authorizing Recording of License, with Extracts, dated May 30, 2006, United States Bankruptcy Court, District of Massachusetts

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wolverine Proctor & Schwartz, LLC		03/01/2006	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wolverine Proctor & Schwartz, Ltd.
<b>Street Address:</b>	3 Langlands Avenue
<b>Internal Address:</b>	Kelvin South Business Park
<b>City:</b>	East Kilbride, Glasgow
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	G75 0YG
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	765424	PROCTOR
Registration Number:	1101965	COM-PAK
Registration Number:	1244130	PROCTOR
Registration Number:	1258466	JETROAST
Registration Number:	654465	JETZONE

**CORRESPONDENCE DATA**

**Fax Number:** (617)542-8906  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 6175425070  
**Email:** liston@fr.com  
**Correspondent Name:** Fish & Richardson P.C.  
**Address Line 1:** 225 Franklin Street  
**Address Line 4:** Boston, MASSACHUSETTS 02110

CH \$140.00 765424

ATTORNEY DOCKET NUMBER:

20748-030001 COURT

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Timothy A. French

Signature:

/Timothy A. French/

Date:

05/30/2006

Total Attachments: 29

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

In re:	)	
	)	
WOLVERINE, PROCTOR	)	Chapter 7
& SCHWARTZ, LLC	)	
	)	Case No. 06-10815 -JNF
Debtor	)	
	)	
In re:	)	
	)	
Lynne F. Riley, Chapter 7 Trustee	)	
Of Wolverine, Proctor & Schwartz, LLC,	)	
	)	
Plaintiff	)	Adversary Proceeding
	)	No. 06-01257-JNF
v.	)	
	)	
Deepak Kulkarni; Richard Diefes; and	)	
Wolverine, Proctor & Schwartz, Ltd.,	)	
	)	
Defendant	)	
	)	

**ORDER AUTHORIZING RECORDING OF LICENSE**

Dated at Boston, Massachusetts, this 30th day of May, 2006.

This matter came before me on the Motion for Preliminary Injunction ("Motion") filed by Lynne F. Riley, the Chapter 7 Trustee of the within debtor, Wolverine, Proctor & Schwartz LLC ("Debtor") in connection with the Trustee's Verified Complaint To (I) Compel Turnover Of Assets Of The Debtor, (II) Enjoin Recording Of Trademark Registration And (III) Enjoin Any Interference With Assets Of The Estate ("Complaint") brought against the within defendants, Wolverine, Proctor & Schwarz, Ltd. ("WPS UK"), Deepak Kulkarni ("Kulkarni") and Richard Diefes (collectively "Defendants"). In response, WPS UK and Kulkarni filed an Objection to the Motion and Cross-Motion to Confirm Authority to Record Assignment of

Trade Name Intellectual Property ("Cross-Motion"). The Trustee filed an Opposition to the Cross-Motion ("Opposition").

On May 25, 2006, a hearing was held on the Motion and on the Cross Motion with respect to the recording with the United States Patent and Trademark Office (the "PTO") of a certain Technology Transfer and License Back Agreement by and between the Debtor and WPS UK executed March 1, 2006 ("March 1 License") and a certain Technology Transfer and License Back Agreement by and between the Debtor and WPS UK executed March 8, 2006 ("March 8 License"). Collectively the March 1 License and the March 8 License shall be referred to as the Licenses.

Having considered the Motion, the Complaint, the Cross-Motion, the Opposition, the Licenses, the related affidavits filed in connection with those pleadings, and the other pleadings filed in this adversary proceeding and the bankruptcy proceedings, and having considered the arguments of counsel, it is hereby

ORDERED that

1. Subject to the terms of this Order, the Licenses (or abstracts thereof as permitted by trademark law), may be recorded by WPS UK in the PTO.
2. Such recording does not prejudice or waive, and such permission is specifically conditioned on, full preservation of (i) all rights and powers of the Trustee to seek to avoid the Licenses or the transactions related thereto, whether under the Bankruptcy Code or other applicable law, including, without limitation, the right to challenge the perfection as not permitted under Section 546(b) and/or to seek avoidance under Section 548, and all rights and defenses with respect to the Motion, Complaint, Cross-Motion, and Opposition, (ii) all rights, claims and defenses of the Defendants regarding the Motion, Complaint, Cross Motion

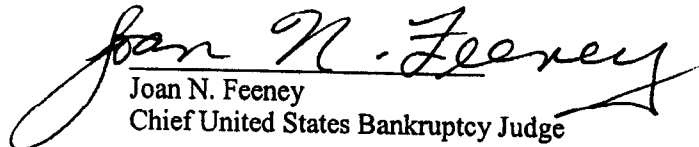
and Opposition, and to defend against any avoidance of the Licenses, including the right to assert such recording was permitted under Section 546(b).

3. The Court is reserving and specifically not making any ruling on whether such recording is permitted within the parameters of Section 546(b) and Section 362(b)(3), and the parties' rights on such issues are specifically reserved.

4. WPS UK is required to cause a copy of this Order to be recorded at the PTO together with the Licenses or any abstracts thereof. The recorded copy of this Order shall be deemed notice of the rights and powers of the Trustee to seek avoidance of the Licenses (which Defendants intend to contest), *provided, however*, that unless the Trustee commences litigation to avoid the Licenses, and causes notice thereof to be filed with the PTO, on or before October 31, 2006, the notice given by recordation of this Order shall expire, and no transferee of the Licenses shall be deemed on notice of any possible claim by the Trustee that the Licenses are avoidable.

5. This Court retains jurisdiction over any dispute arising as result of implementation of this order.

6. All other matters under the Complaint, the Motion and the Cross-Motion are reserved, pending further order of the Court.

  
Joan N. Feeney  
Chief United States Bankruptcy Judge

## **TECHNOLOGY TRANSFER AND LICENSE-BACK AGREEMENT**

This agreement ("Agreement") is dated and made effective as of January 1, 2006, by and between Wolverine Proctor & Schwartz, LLC ("WPS USA"), a Delaware limited liability company at 51 E. Main Street, Merrimac, Massachusetts 01860, on the one hand and Wolverine Proctor & Schwartz, Ltd. ("WPS UK"), a United Kingdom corporation at 3 Langlands Avenue, Kelvin South Business Park, East Kilbride, Glasgow, United Kingdom G75 0YG, on the other hand.

### **RECITALS:**

1. WPS USA and WPS UK have both contributed toward the development and value of the various trade names and registered trademarks as identified in Schedule A, attached and made a part of this Agreement and which may be amended from time to time (collectively "Trademarks"), and any new trademarks and trademark registrations as may be used and/or filed by the parties (collectively with Trademarks "Trade Name IP"), and certain proprietary software and related documentation, and other copyrightable material as identified on Schedule B attached and made a part of this Agreement, and which may be amended from time to time ("Copyrights"), know-how ("Know-how") and registered patents ("Patents") as identified in Schedule C, attached and made a part of this Agreement and which may be amended from time to time (Copyrights, Know-how, and Patents referred to collectively hereunder as "Technology IP");
2. WPS USA and WPS UK both have a continuing interest in maintaining the value of the Trade Name IP and the Technology IP; and
3. WPS USA and WPS UK each has had and must continue to have the unrestricted use of the Trade Name IP and the Technology IP.

NOW, THEREFORE, WPS USA and WPS UK in consideration of the mutual terms, conditions, warranties, and covenants herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### **AGREEMENT**

#### **1. Assignment of Rights.**

##### **1.1 WPS UK Assignment.** WPS UK hereby conveys to WPS USA:

A. All right, title, and interest in the Technology IP WPS UK solely owns or owns jointly with WPS USA;

B. All Letters Patent that may issue from the Technology IP, and any continuation, divisional, or reissue applications of the Patents and applications therefor; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement and misappropriations of said Technology IP, together with the right to sue or recover the same in WPS USA's name.

**1.2 WPS USA Assignment. WPS USA hereby conveys to WPS UK:**

A. All right, title, and interest in the Trade Name IP WPS USA solely owns or owns jointly with WPS UK;

B. The goodwill of the business relating to the use of Trade Name IP for which it is registered; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement and misappropriations of said Trade Name IP or injury to said goodwill, together with the right to sue or recover the same in WPS UK's name.

**2. Registration of Trademarks.**

2.1 "WOLVERINE" & "WOLVERINE PROCTOR & SCHWARTZ" Marks. WPS UK, at its own expense, shall apply to register as trademarks the names "WOLVERINE" and "WOLVERINE PROCTOR & SCHWARTZ" in the United States, United Kingdom, and other territories as determined by WPS UK.

2.2 "JETZONE" & "PROCTOR" Marks. WPS UK, at its own expense, shall apply to register as trademarks the names "JETZONE" and "PROCTOR" in territories in which such marks are likely to be used in connection with the business of WPS UK and/or WPS USA, as determined by WPS UK, other than where already registered.

2.3 Other Marks. WPS USA may request that WPS UK file, and WPS UK shall file and prosecute applications for registration of additional marks in WPS UK's name, all at the sole expense of WPS USA.

**3. License-Back Grant.**

3.1 WPS USA License Grant. Effective upon the assignment of the Technology IP as provided herein, WPS USA grants an exclusive, worldwide, perpetual, royalty free, license to WPS UK, for the Technology IP.

3.1.1 WPS USA's Retained Right to Use Technology IP. WPS USA shall retain the right to use the Technology IP solely in the conduct of its business throughout the world, without the right to grant any sublicenses to the Technology IP.

3.2 WPS UK License Grant. Effective upon the assignment of the Trade Name IP as provided hereunder, WPS UK grants an exclusive, worldwide, perpetual, royalty-free, license to WPS USA for the Trade Name IP. This license includes the Trademarks pursuant to Section 1

above and all new registrations pursuant to Section 2.1, 2.2 and 2.3 above (collectively the "Trade Name IP").

**3.2.1 WPS UK's Retained Right to Use Trade Name IP.** WPS UK shall retain the right to use the Trade Name IP solely in the conduct of its business throughout the world, without the right to grant any sublicenses to the Trade Name IP, subject to the conditions set forth in Sections 5.4, 5.5, and 5.6 below.

**3.2.2 WPS UK's Obligations with Respect to Trade Name IP.** WPS UK shall maintain its own Goods and Services (as defined below) sold under the Trade Name IP at the level of Acceptable Quality, as defined in Section 6.1 below. WPS UK shall permit WPS USA to inspect, examine, or evaluate the Goods and Services or other goods and services used by WPS UK in connection with the Trade Name IP, in the manner described in Section 6.2 below, and shall take any corrective action necessary to achieve and maintain the level of Acceptable Quality.

## **5. Maintenance of Trademark Registrations.**

**5.1 Maintenance of Trademark Registrations.** Throughout the term of this Agreement, WPS UK, at its own expense, shall diligently prosecute all applications for trademark registration, declarations of use and of incontestability, applications for renewal, and applications for certificates of correction and such like matters as WPS UK deems desirable in its reasonable business judgment, and WPS UK shall use its best efforts to maintain each trademark registration in full force and effect by taking such actions it believes are reasonably necessary and appropriate.

**5.2 Payment of Fees.** WPS UK agrees to pay when due all fees, taxes, and other expenses that shall be incurred or that shall accrue with respect to any of the Trade Name IP or assets that reflect the goodwill of WPS UK. WPS UK shall punctually pay and perform all of its obligations under this Agreement.

**5.3 Default.** WPS USA may, at its option, upon default by WPS UK of WPS UK's obligations to a lienholder, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the Trade Name IP, or pay for maintenance or preservation of the Trade Name IP or the goodwill, or pay any other fee, attorney fees, or any other expenses necessary to preserve and protect the assignment hereby granted.

**5.4 Use.** Each party shall employ the Trade Name IP with the goods and services associated with the Trade Name IP (the "Goods and Services"), or such related or similar goods and services, in the same or similar manner as it has in the past, and shall employ the Trade Name IP with appropriate notices of the registrations thereof.

**5.5 Abandonment.** Neither party shall cause any Trade Name IP to become abandoned, to be forfeited or dedicated to the public, without the express written approval of the other party.



5.6 Goodwill. Each party shall, in order to protect the business and goodwill associated with the Trade Name IP, and in order to prevent any deception to the public, operate its business in accordance with the same requirements of production and service with respect to the Goods and Services as in the past. Further, both parties shall maintain the quality of the Goods and Services or such related or similar goods and services sold under or in connection with the Trade Name IP commensurate with the prior quality and business position of WPS UK and, to assure the maintenance of such quality, WPS UK shall appoint agents, not unreasonably acceptable to WPS USA, to monitor and control the quality of such Goods and Services.

## 6. Quality Control.

6.1 Acceptable Quality. WPS UK and WPS USA agree that the level of quality of Goods and Services provided by WPS UK under the Trade Name IP as of the effective date of this Agreement shall constitute the level of Acceptable Quality under this Agreement.

6.2 Inspection. WPS USA shall, on request and periodically (not less than once quarterly), permit WPS UK to inspect, examine, or evaluate the Goods and Services or other goods and services used in connection with the Trade Name IP in order that WPS UK may be assured that the Goods and Services or such other goods and services is being maintained at the level of Acceptable Quality, as required above. WPS USA will provide WPS UK with complete samples of such Goods and Services and the packaging thereof at least once a year.

6.3 Corrective Action. In the event that WPS UK believes that the level of Acceptable Quality of the Goods and Services or other goods and services used by WPS USA in connection with the Trade Name IP is not being maintained, it will so advise WPS USA, and WPS USA shall promptly take the necessary corrective action to achieve and maintain the level of Acceptable Quality of the Goods and Services or such other goods and services in a manner consistent with its obligations herein.

**15. Jurisdiction and Disputes.**

**15.1 Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**15.2 Disputes.** All disputes hereunder shall be resolved in the applicable state or federal courts of the Commonwealth of Massachusetts. The parties consent to the exclusive personal jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**15.3. Attorneys' Fees.** In a judicial proceeding, the non-prevailing party agrees to reimburse the prevailing party for all of the prevailing party's costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees.

**16. Agreement Binding on Successors.**

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their successors, and permitted assigns (as set forth in Section 19 below).

**17. Waiver.**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

**18. Severability.**

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**19. Assignability.**

Neither party may assign this Agreement without the prior written consent of the other, except in connection with the transfer of all or substantially all of such party's assets, provided the assigning party provides to the other a written statement from the assignee expressly agreeing to assume all of the assigning party's obligations hereunder, including but not limited to the terms of the license hereunder.. Any assignment without the required written consent, or except as expressly set forth in this Section 19, shall be deemed to be null and void, and shall be deemed a material breach of this Agreement.

**20. Notices.**

All notices required or permitted hereunder shall be in writing and delivered by hand or sent by facsimile transmission confirmed by first class mail to the addresses set forth above, and shall be deemed effective upon hand delivery or the earlier of receipt of the facsimile copy or the confirmation copy of such notice.

**21. Integration.**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement.

It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its hand and seal the day indicated.

WOLVERINE PROCTOR &  
SCHWARTZ, LLC

By: [Signature]

Title: RESIDENT

Date Signed: 3/2/06

WOLVERINE PROCTOR &  
SCHWARTZ, LTD.

By: [Signature]

Title: FINANCIAL DIRECTOR

Date Signed: 4 March 2006

**SCHEDULE A**

**TRADEMARKS**

**U.S. Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PROCTOR Stylized and Design	765,424	02/25/1964
COM-PAK	1,101,965	09/12/1978
PROCTOR	1,244,130	07/05/1983
JETROAST	1,258,466	11/22/1983
JETZONE	654,465	11/12/1957

**U.S. Trademark Applications**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Goods</u>
None.					

**Foreign Trademark Registrations**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Goods</u>
Benelux	JETZONE	521,814	05/01/1993	Registered	Industrial gaseous fluid dryers and ovens
Canada	JETROAST	297,289	11/23/1984	Registered	Commercial roasters for coffee beans and similar products
Japan	JETZONE	1,444,680	11/28/1990	Registered	

**Goods:**

Class 7: Food or beverage processing machines and apparatus

Class 11: Drying apparatus, recuperators, steamers, evaporators, distillation apparatus, heat exchangers, milk pasteurisers, industrial furnaces, kilns and ovens, nuclear reactors (atomic piles), forage drying apparatus, boilers, heating or air-conditioning equipment, freezing and refrigerating equipment, clothes drying machines for commercial use, machines and apparatus used in beauty salons or barber's shops (excluding hairdressers' chairs), heating and cooking machines for commercial use, dish drying machines for commercial use, waste water purification

tanks, septic tanks, garbage incinerators for industrial purposes, solar water heaters, water purifying apparatus, tap water faucets, level controlling valves in tanks, pipe line-cocks.

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
United Kingdom	PROCTOR	1030264	05/31/1974	Registered

Goods:

Class 7: Machines for drying materials in the course of industrial or manufacturing processes; machines for the treatment of textiles and plastics, by heating, setting, stretching and the like processes; and parts included in Class 7 of all the aforesaid goods.

**Foreign Trademark Applications**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR	2411719	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air-streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR Stylized & Design	24117290	01/23/2006	Pending

Goods:

**Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.**

**Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	JET ZONE	2411721	01/23/2006	Pending

Goods:

**Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.**

**Class 11: Apparatus for lighting, heating, steam-generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE	2411722	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE PROCTOR & SCHWARTZ	2411723	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens;



liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE PROCTOR	2411724	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt-conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and-garnett machines.

Class 11: Apparatus for lighting, heating, steam-generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process-exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR & SCHWARTZ	2411725	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission-components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and-curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and-garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, -chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads,

ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	COM-PAK	2411727	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

## **TECHNOLOGY TRANSFER AND LICENSE-BACK AGREEMENT**

This agreement ("Agreement") is dated and made effective as of January 1, 2006, by and between Wolverine Proctor & Schwartz, LLC ("WPS USA"), a Delaware limited liability company at 51 E. Main Street, Merrimac, Massachusetts 01860, on the one hand and Wolverine Proctor & Schwartz, Ltd. ("WPS UK"), a United Kingdom corporation at 3 Langlands Avenue, Kelvin South Business Park, East Kilbride, Glasgow, United Kingdom G75 0YG, on the other hand.

### **RECITALS:**

1. WPS USA and WPS UK have both contributed toward the development and value of the various trade names and registered trademarks as identified in Schedule A, attached and made a part of this Agreement and which may be amended from time to time (collectively "Trademarks"), and any new trademarks and trademark registrations as may be used and/or filed by the parties (collectively with Trademarks "Trade Name IP"), and certain proprietary software and related documentation, and other copyrightable material as identified on Schedule B attached and made a part of this Agreement, and which may be amended from time to time ("Copyrights"), know-how ("Know-how") and registered patents ("Patents") as identified in Schedule C, attached and made a part of this Agreement and which may be amended from time to time (Copyrights, Know-how, and Patents referred to collectively hereunder as "Technology IP");

2. WPS USA and WPS UK both have a continuing interest in maintaining the value of the Trade Name IP and the Technology IP; and

3. WPS USA and WPS UK each has had and must continue to have the unrestricted use of the Trade Name IP and the Technology IP.

NOW, THEREFORE, WPS USA and WPS UK in consideration of the mutual terms, conditions, warranties, and covenants herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### **AGREEMENT**

#### **1. Assignment of Rights.**

1.1 **WPS UK Assignment.** WPS UK hereby conveys to WPS USA:

A. All right, title, and interest in the Technology IP WPS UK solely owns or owns jointly with WPS USA;

B. All Letters Patent that may issue from the Technology IP, and any continuation, divisional, or reissue applications of the Patents and applications therefor; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement and misappropriations of said Technology IP, together with the right to sue or recover the same in WPS-USA's name.

1.2 WPS USA Assignment. WPS USA hereby conveys to WPS UK:

A. All right, title, and interest in the Trade Name IP WPS USA solely owns or owns jointly with WPS UK;

B. The goodwill of the business relating to the use of Trade Name IP for which it is registered; and

C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement and misappropriations of said Trade Name IP or injury to said goodwill, together with the right to sue or recover the same in WPS UK's name.

2. Registration of Trademarks.

2.1 "WOLVERINE" & "WOLVERINE PROCTOR & SCHWARTZ" Marks. WPS UK, at its own expense, shall apply to register as trademarks the names "WOLVERINE" and "WOLVERINE PROCTOR & SCHWARTZ" in the United States, United Kingdom, and other territories as determined by WPS UK.

2.2 "JETZONE" & "PROCTOR" Marks. WPS UK, at its own expense, shall apply to register as trademarks the names "JETZONE" and "PROCTOR" in territories in which such marks are likely to be used in connection with the business of WPS UK and/or WPS USA, as determined by WPS UK, other than where already registered.

2.3 Other Marks. WPS USA may request that WPS UK file, and WPS UK shall file and prosecute applications for registration of additional marks in WPS UK's name, all at the sole expense of WPS USA.

3. License-Back Grant.

3.1 WPS USA License Grant. Effective upon the assignment of the Technology IP as provided herein, WPS USA grants an exclusive, worldwide, perpetual, royalty free, license to WPS UK, for the Technology IP.

3.1.1 WPS USA's Retained Right to Use Technology IP. WPS USA shall retain the right to use the Technology IP solely in the conduct of its business throughout the world, without the right to grant any sublicenses to the Technology IP.

3.2 WPS UK License Grant. Effective upon the assignment of the Trade Name IP as provided hereunder, WPS UK grants an exclusive, worldwide, perpetual, royalty-free, license to WPS USA for the Trade Name IP. This license includes the Trademarks pursuant to Section 1

above and all new registrations pursuant to Section 2.1, 2.2 and 2.3 above (collectively the "Trade Name IP").

**3.2.1 WPS UK's Retained Right to Use Trade Name IP.** WPS UK shall retain the right to use the Trade Name IP solely in the conduct of its business throughout the world, without the right to grant any sublicenses to the Trade Name IP, subject to the conditions set forth in Sections 5.4, 5.5, and 5.6 below.

**3.2.2 WPS UK's Obligations with Respect to Trade Name IP.** WPS UK shall maintain its own Goods and Services (as defined below) sold under the Trade Name IP at the level of Acceptable Quality, as defined in Section 6.1 below. WPS UK shall permit WPS USA to inspect, examine, or evaluate the Goods and Services or other goods and services used by WPS UK in connection with the Trade Name IP, in the manner described in Section 6.2 below, and shall take any corrective action necessary to achieve and maintain the level of Acceptable Quality.

## **5. Maintenance of Trademark Registrations.**

**5.1 Maintenance of Trademark Registrations.** Throughout the term of this Agreement, WPS UK, at its own expense, shall diligently prosecute all applications for trademark registration, declarations of use and of incontestability, applications for renewal, and applications for certificates of correction and such like matters as WPS UK deems desirable in its reasonable business judgment, and WPS UK shall use its best efforts to maintain each trademark registration in full force and effect by taking such actions it believes are reasonably necessary and appropriate.

**5.2 Payment of Fees.** WPS UK agrees to pay when due all fees, taxes, and other expenses that shall be incurred or that shall accrue with respect to any of the Trade Name IP or assets that reflect the goodwill of WPS UK. WPS UK shall punctually pay and perform all of its obligations under this Agreement.

**5.3 Default.** WPS USA may, at its option, upon default by WPS UK of WPS UK's obligations to a lienholder, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the Trade Name IP, or pay for maintenance or preservation of the Trade Name IP or the goodwill, or pay any other fee, attorney fees, or any other expenses necessary to preserve and protect the assignment hereby granted.

**5.4 Use.** Each party shall employ the Trade Name IP with the goods and services associated with the Trade Name IP (the "Goods and Services"), or such related or similar goods and services, in the same or similar manner as it has in the past, and shall employ the Trade Name IP with appropriate notices of the registrations thereof.

**5.5 Abandonment.** Neither party shall cause any Trade Name IP to become abandoned, to be forfeited or dedicated to the public, without the express written approval of the other party.

**5.6 Goodwill.** Each party shall, in order to protect the business and goodwill associated with the Trade Name IP, and in order to prevent any deception to the public, operate its business in accordance with the same requirements of production and service with respect to the Goods and Services as in the past. Further, both parties shall maintain the quality of the Goods and Services or such related or similar goods and services sold under or in connection with the Trade Name IP commensurate with the prior quality and business position of WPS UK and, to assure the maintenance of such quality, WPS UK shall appoint agents, not unreasonably acceptable to WPS USA, to monitor and control the quality of such Goods and Services.

**6. Quality Control.**

**6.1 Acceptable Quality.** WPS UK and WPS USA agree that the level of quality of Goods and Services provided by WPS UK under the Trade Name IP as of the effective date of this Agreement shall constitute the level of Acceptable Quality under this Agreement.

**6.2 Inspection.** WPS USA shall, on request and periodically (not less than once quarterly), permit WPS UK to inspect, examine, or evaluate the Goods and Services or other goods and services used in connection with the Trade Name IP in order that WPS UK may be assured that the Goods and Services or such other goods and services is being maintained at the level of Acceptable Quality, as required above. WPS USA will provide WPS UK with complete samples of such Goods and Services and the packaging thereof at least once a year.

**6.3 Corrective Action.** In the event that WPS UK believes that the level of Acceptable Quality of the Goods and Services or other goods and services used by WPS USA in connection with the Trade Name IP is not being maintained, it will so advise WPS USA, and WPS USA shall promptly take the necessary corrective action to achieve and maintain the level of Acceptable Quality of the Goods and Services or such other goods and services in a manner consistent with its obligations herein.

**15. Jurisdiction and Disputes.**

**15.1 Jurisdiction.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**15.2 Disputes.** All disputes hereunder shall be resolved in the applicable state or federal courts of the Commonwealth of Massachusetts. The parties consent to the exclusive personal jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

**15.3. Attorneys' Fees.** In a judicial proceeding, the non-prevailing party agrees to reimburse the prevailing party for all of the prevailing party's costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees.

**16. Agreement Binding on Successors.**

This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their successors, and permitted assigns (as set forth in Section 19 below).

**17. Waiver.**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

**18. Severability.**

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**19. Assignability.**

Neither party may assign this Agreement without the prior written consent of the other, except in connection with the transfer of all or substantially all of such party's assets, provided the assigning party provides to the other a written statement from the assignee expressly agreeing to assume all of the assigning party's obligations hereunder, including but not limited to the terms of the license hereunder. Any assignment without the required written consent, or except as expressly set forth in this Section 19, shall be deemed to be null and void, and shall be deemed a material breach of this Agreement.

20. Notices.

All notices required or permitted hereunder shall be in writing and delivered by hand or sent by facsimile transmission confirmed by first class mail to the addresses set forth above, and shall be deemed effective upon hand delivery or the carrier of receipt of the facsimile copy or the confirmation copy of such notice.

21. Integration.

This Agreement constitutes the entire understanding of the parties, and revokes and supercedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its hand and seal the day indicated.

WOLVERINE PROCTOR &  
SCHWARTZ, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

WOLVERINE PROCTOR &  
SCHWARTZ, LTD.

By: *[Signature]*

Title: *[Signature]*

Date Signed: 1 March 2006



Neither party may assign this Agreement without the prior written consent of the other, except in connection with the transfer of all or substantially all of such party's assets, provided the assigning party provides to the other a written statement from the assignee expressly agreeing to assume all of the assigning party's obligations hereunder, including but not limited to the terms of the license hereunder.. Any assignment without the required written consent, or except as expressly set forth in this Section 19, shall be deemed to be null and void, and shall be deemed a material breach of this Agreement.

**20. Notices.**

All notices required or permitted hereunder shall be in writing and delivered by hand or sent by facsimile transmission confirmed by first class mail to the addresses set forth above, and shall be deemed effective upon hand delivery or the earlier of receipt of the facsimile copy or the confirmation copy of such notice.

**21. Integration.**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its hand and seal the day indicated.

WOLVERINE PROCTOR &  
SCHWARTZ, LLC

By: [Signature]

Title: Chairman, Manager

Date Signed: 3/1/06

WOLVERINE PROCTOR &  
SCHWARTZ, LTD.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**SCHEDULE A  
TRADEMARKS**

**U.S. Trademark Registrations**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PROCTOR Stylized and Design	765,424	02/25/1964
COM-PAK	1,101,965	09/12/1978
PROCTOR	1,244,130	07/05/1983
JETROAST	1,258,466	11/22/1983
JETZONE	654,465	11/12/1957

**U.S. Trademark Applications**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Goods</u>
None.					

**Foreign Trademark Registrations**

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Goods</u>
Benelux	JETZONE	521,814	05/01/1993	Registered	Industrial-gaseous fluid dryers and ovens
Canada	JETROAST	297,289	11/23/1984	Registered	Commercial roasters for coffee beans and similar products
Japan	JETZONE	1,444,680	11/28/1990	Registered	

**Goods:**

**Class 7: Food or beverage processing machines and apparatus**

**Class 11: Drying apparatus, recuperators, steamers, evaporators, distillation apparatus, heat exchangers, milk pasteurisers, industrial furnaces, kilns and ovens, nuclear reactors (atomic piles), forage drying apparatus, boilers, heating or air-conditioning equipment, freezing and refrigerating equipment, clothes drying machines for commercial use, machines and apparatus used in beauty salons or barber's shops (excluding hairdressers' chairs), heating and cooking machines for commercial use, dish drying machines for commercial use, waste water purification**

tanks, septic tanks, garbage incinerators for industrial purposes, solar water heaters, water purifying apparatus, tap water faucets, level-controlling valves in tanks, pipe line cocks.

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
United Kingdom	PROCTOR	1030264	05/31/1974	Registered

Goods:

Class 7: Machines for drying materials in the course of industrial or manufacturing processes; machines for the treatment of textiles and plastics, by heating, setting, stretching and the like processes; and parts included in Class 7 of all the aforesaid goods.

**Foreign Trademark Applications**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR	2411719	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt-conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and-curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR Stylized & Design	24117290	01/23/2006	Pending

Goods:

**Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.**

**Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	JET ZONE	2411721	01/23/2006	Pending

Goods:

**Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.**

**Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied gas type oven for food or beverage processing; food and beverage processing machines and apparatus.**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE	2411722	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt-conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and-curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE PROCTOR & SCHWARTZ	2411723	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens;

liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	WOLVERINE PROCTOR	2411724	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial-gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	PROCTOR & SCHWARTZ	2411725	01/23/2006	Pending

Goods:

Class 7: Machines; machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt-conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads,

ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>
United Kingdom	COM-PAK	2411727	01/23/2006	Pending

Goods:

Class 7: Machines; machine-tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); conveyor dryers for the food, chemical, pharmaceutical and tobacco processing industries; belt conveyors; industrial drying machinery; machinery for drying foods, chemicals, pharmaceuticals, fibres (natural and synthetic), tobacco, veneer, textiles, leather, hay, charcoal briquettes, scouring pads, ceramics, vegetables and rubber; industrial heat-treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery, and synthetic products; and garnett machines.

Class 11: Apparatus for lighting, heating, steam-generating, drying, ventilating; roasting machines; roasters for coffee beans and similar products; heat recovery apparatus for recovering waste heat from process exhaust air streams; industrial baking ovens for the food industry; industrial drying machines; machines for drying fabric, foods, chemicals, pharmaceuticals, fibres, tobacco, wood, veneer, textiles, leather, rubber, hay, charcoal briquettes, scouring pads, ceramics and vegetables; heat treating and curing machinery; heat treating and curing machinery for textiles, rubber, hosiery; industrial incinerators; industrial gaseous fluid dryers and ovens; liquefied-gas type oven for food or beverage processing; food and beverage processing machines and apparatus.