

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barnebey Sutcliffe Corporation		02/03/2004	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Calgon Carbon Corporation		
Street Address:	500 Calgon Carbon Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2109076	AMMONASORB	
CORRESPONDENCE DATA			
Fax Number:	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Thomas C. Wettach, Cohen & Grigsby, P.C.		
Address Line 1:	11 Stanwix Street, 15th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	04-057 6528.5392		
NAME OF SUBMITTER:	Thomas C. Wettach		
Signature:	/Thomas C. Wettach/		
Date:	05/15/2007		

CH \$40.00 2109076

Total Attachments: 4

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BILL OF SALE

THIS BILL OF SALE (this “**Agreement**”) is made and entered into on this ___ day of February, 2004, by and among **BARNEBEY SUTCLIFFE CORPORATION**, an Ohio corporation (“**Barnebey**”), and **WATERLINK, INC.**, a Delaware corporation (“**Waterlink**”) and together with Barnebey, the “**Seller**”) and **CALGON CARBON CORPORATION**, a Delaware corporation (the “**Buyer**”).

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Purchase Agreement dated February 3, 2004 (the “**Purchase Agreement**”), pursuant to which Seller agreed to sell, and Buyer agreed to purchase, certain assets of Seller, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, an Order was entered on February 9, 2004, by the United States Bankruptcy Court for the District of Delaware at Case No. 03-11989 (PJW), that confirmed the transfer of such assets pursuant to the Purchase Agreement; and

WHEREAS, Seller and Buyer wish to enter into this Bill of Sale to evidence the transfer of certain of such assets;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

2. **Sale.** Subject to the terms and conditions of the Purchase Agreement, Seller hereby sells, transfers, conveys and delivers to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear of all liens, debts and claims (each as defined in Section 101 of the Bankruptcy Code), and other encumbrances to the fullest extent permitted by the Bankruptcy Code, all of Seller’s right, title and interest in and to all of the assets and properties whether tangible or intangible, owned, held or used by Seller in the operation of its Business other than the Excluded Assets (the “**Assets**”), and except such assets and properties as are conveyed by Seller to Buyer or its affiliates pursuant to separate documentation. The Assets hereby conveyed shall include, without limitation, the following:

(a) All accounts receivable (including, without limitation, customer retainages) and all causes of action relating or pertaining thereto, other than accounts receivable

owed by Affiliates (as defined in Section 101 of the Bankruptcy Code) or Insiders (as defined in Section 101 of the Bankruptcy Code) of Seller (except that the Assets shall include all accounts or notes receivable owed to Seller by Waterlink UK or a Subsidiary);

(b) All supplies, goods, materials, work in process, inventory and stock in trade;

(c) Deferred income taxes;

(d) All other current assets as reflected in the unaudited consolidating balance sheet of Seller as of September 30, 2003;

(e) All furniture, fixtures, equipment, other leasehold improvements and supplies including, without limitation, all such property located on the Columbus Property and located at all facilities presently leased by Seller, excluding any equipment that is (1) real property under Ohio law, which is separately conveyed, and (2) the subject of any contract listed on Exhibit A to the Notice of Sale, Assumption and Assignment of Unexpired Lease or Executory Contract filed December 24, 2003 that is an executory contract within the purview of Section 365 of the Bankruptcy Code and that is not an Assumed Contract;

(f) All other tangible personal property;

(g) All licenses, permits, consents, authorizations, approvals and certificates required for the operation of the Business to the extent transferable under applicable law or consented to by any third parties whose consent is required for such transfer;

(h) All patents, trademarks, tradenames and service marks (in each case, including applications therefor), registered and unregistered copyrights, websites, domain names, and other intellectual property, proprietary rights and intangible assets (whether U.S. or foreign), including without limitation the names "Barnebey Sutcliffe," "Sutcliffe Speakman," "Sutcliffe Croftshaw" and "Waterlink," in each case to the extent transferable under applicable law or consented to by any third parties whose consent is required for such transfer;

(i) All rights of Seller under all confidentiality agreements executed and delivered by all persons who engaged in due diligence in connection with the contemplated sale of the Business or the Stock or assets of Waterlink UK or the Subsidiaries;

(j) All business records, correspondence and personnel records, customer lists and records and other information relating to the operation of the Business prior to Closing; and

(k) All of Seller's choses in action, claims, warranties, rights and remedies related to the Assets, including without limitation all rights of Seller pursuant to a Real Estate and Environmental Letter to Barnebey Sutcliffe Corporation from Cetco dated September 30, 1999.

3. **Further Assurances.** Seller, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, Seller will execute and deliver, or will cause to be

executed and delivered, such documents and instruments and will take, or cause to be taken, such further or other actions as Buyer may reasonably deem necessary to sell, assign, convey, transfer and deliver the Assets unto Buyer and its successors and assigns, or to evidence any of the foregoing.

4. **Binding Effects.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** For purposes of construction, enforcement and interpretation, this Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Ohio without regard to its rules relating to conflicts of laws.

6. **Amendment; Definitions.** This Agreement may be amended only by a written instrument duly signed by each of the parties hereto. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

7. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

{remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date and year first above written.

SELLER:

WATERLINK, INC.

By: William W. Vogelhuber

Name: William W. Vogelhuber

Title: CEO

SELLER:

BARNEBEY SUTCLIFFE CORPORATION

By: William W. Vogelhuber

Name: William W. Vogelhuber

Title: chairman

BUYER:

CALGON CARBON CORPORATION

By: Michael J. Moysiak

Name: M.J. Moysiak

Title: Vice President