

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTPT Corporation		01/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FLSmidth A/S		
Street Address:	Vigerslev Alle 77		
City:	Valby		
State/Country:	DENMARK		
Postal Code:	2500		
Entity Type:	CORPORATION: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0882083	FULLER	
CORRESPONDENCE DATA			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer, Ltd., Tamara Mille		
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Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	263112		
DOMESTIC REPRESENTATIVE			
Name:	Tamara Miller, Leydig Voit & Mayer		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson		
Address Line 2:	Suite 4900		
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NAME OF SUBMITTER:	Tamara Miller
Signature:	/Tamara Miller/
Date:	04/18/2008
Total Attachments: 9 source=HTPT to FLSmidth#page1.tif source=HTPT to FLSmidth#page2.tif source=HTPT to FLSmidth#page3.tif source=HTPT to FLSmidth#page4.tif source=HTPT to FLSmidth#page5.tif source=HTPT to FLSmidth#page6.tif source=HTPT to FLSmidth#page7.tif source=HTPT to FLSmidth#page8.tif source=HTPT to FLSmidth#page9.tif	

SALE OF PATENTS, TRADEMARKS AND KNOWHOW

This Agreement is made by and between:

HTPT Corporation, Nemours Building, Suite 1414, 1007 Orang Street,
Wilmington, DE 19801, USA
(the "Seller")

and

FLSmidth A/S, Vigerslev Allé 77, 2500 Valby, Denmark
(the "Buyer")

WHEREAS

- (A) The Seller is the owner of the Patents and Trademarks related to Pneumatic Transport and Fuller cement technology, as described herein.
- (B) The Seller exclusively owns the Know-How related to Pneumatic Transport and Fuller cement technology as defined herein
- (C) The Buyer, as part of a general structuring of ownership to all cement related intellectual property ("IP") and in order to enable the FLSmidth Group to use its IP as a strategic business tool, has declared an interest in acquiring the Patents, Trademarks and Know-How related to Pneumatic Transport and Fuller cement technology and the Seller has declared an interest in selling the Patents, Trademarks and Know-How related to Pneumatic Transport and Fuller cement technology on the terms and conditions herein contained.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement the following words, expressions and abbreviations shall, unless the context otherwise requires, have the following meanings:

- 1.1 "Patents" shall mean the patents listed in schedule 1 and any other patents not listed owned by Seller that relate to Seller's Pneumatic Transport activities and the Fuller cement technology

1.2 "Effective Date" shall mean January 1, 2007.

1.3 "Know-How" shall mean all any technical information, trade secret or data, in any form, plans, drawings, designs, content of database, blue prints, processes and other technical and proprietary information concerning or related to the Seller's Pneumatic Transport activities and/or to the Seller's so-called Fuller cement technology, including, but not limited to, all know-how related to the products described in Schedule 2A, and irrespective of the form of such know how, but not including the know-how related to the products described in schedule 2B. Know-How shall not include any know-how that the Seller is limited by law or contract from disclosing or selling to the Buyer.

1.4 "Trademarks" shall mean the trademarks related to the Pneumatic Transport activities and/or the so-called Fuller cement technology, including, but not limited to, the trademarks described in Schedule 3.

2. SALE

2.1 Subject to the terms of this Agreement the Seller hereby sells the Patents, Trademarks and all its ownership rights in the Know-How (the "Assets") to the Buyer and the Buyer purchases the Assets from the Seller, which sale and purchase shall be considered effective from the Effective Date. All rights and title to the Assets are transferred to the Buyer as from the beginning of the Effective Date.

2.2 The Seller and the Buyer shall individually or jointly, as the case may be, execute any and all documents required for the transfer of title to all transferred assets from the Seller to the Buyer, including the change of name of the owner for any rights that are registered with third parties.

2.3 Buyer shall, as from the Effective Date, grant a license to the Seller to use the Assets for as long as both the Buyer and the Seller are part of the FLSmidth Group. The terms of such license shall be agreed under a separate technology licensing agreement

3. PURCHASE PRICE AND PAYMENT

3.1 The Purchase Price for the Applications, Patents, Trademarks and the Know-How is 6,000,000 United States Dollars (the "Purchase Price").

3.2 The Purchase Price shall be settled no later than 10 days after both Seller and Buyer have signed the agreement by way of the Buyer paying such amount to the Seller as cash payment.

4. REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants that as per the Effective Date:

- 4.1 This Agreement and other documents executed by the Seller in connection with this transaction have been duly authorized and constitute binding obligations of and are enforceable against the Seller in accordance with their respective terms.
- 4.2 The Seller has good and transferable title to the Assets and has the absolute right to sell and deliver the Assets to the Buyer in accordance with the terms of this Agreement free and clear of all liens, claims, options, encumbrances and other restrictions whatsoever.
- 4.3 To Seller's knowledge, the Assets do not infringe on any third party's rights and
- 4.4 Seller shall upon first written demand indemnify and hold Buyer harmless for any claim against the Buyer based on or deriving from infringement or alleged infringement by the Assets on any third party's rights, including any legal cost associated with Buyer's legal actions due to such claim.

5. APPLICABLE LAW AND ARBITRATION

- 5.1 This Agreement shall be governed by, and construed in accordance with Danish Law, except its laws and/or rules that would render such choice of law ineffective.
- 5.2 As long as both the Seller and the Buyer are part of the FLSmidth Group any dispute, controversy or claim between Seller and Buyer arising out of or in connection with this Agreement or breach, termination or invalidity thereof shall be finally settled by the Management Board of FLSmidth A/S.
- 5.3 Except as expressly set out in Article 5.2 above, any dispute, controversy or claim between Seller and Buyer arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce. The arbitration tribunal shall be composed of only 1 arbitrator and such arbitrator shall be appointed by the president of the International Chamber of Commerce.

The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English unless otherwise agreed between the parties.

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This agreement may be executed by the parties hereto in two separate counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.


Signed by the parties

For HTPT Corporation

October 15, 2007



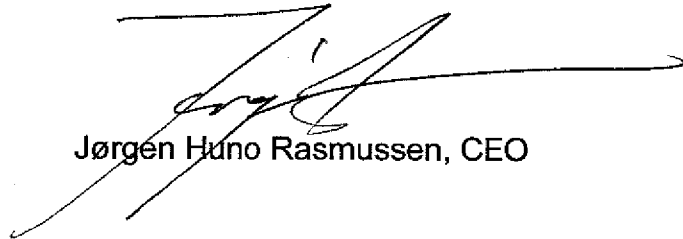
Tim VanSyckle, VP, CFO



Ralph McCandless III,
Controller, Assistant
Treasurer

For FLSmidth A/S:

Valby, Denmark *3/10* .2007



Jørgen Hano Rasmussen, CEO



Poul Erik Tofte, CFO

Schedule 1

Pneumatic Transport Patents:

Patent		
Patent family	Title word	Priority Date
<u>US 4,700,856</u>	Method and Apparatus for Conditioning Fly Ash	20-Oct-87
<u>US 5,040,929</u>	Loading System for Particulate Materials	30-Nov-89
<u>US 5,074,670</u>	Blender With Feed Rate Control	11-May-90
<u>US 5,104,229</u>	Blender and Apparatus for Blending and Withdrawing Solid Particulate Material from a Vessel	01-Feb-89
<u>US 5,145,253</u>	Blender for Particulate Material	21-May-90
<u>US 5,681,132</u>	Laminar Flow Pneumatic Conveying Device	16-Nov-94
<u>US 5,775,851</u>	Method off Operating A Conveyor Pipeline with Dense Phase Conveying and Apparatus for Performing the Method	01-Mar-96
<u>US 5,904,270</u>	Material Loader and Spreader Attachment	18-Jul-97
<u>US 6,102,578</u>	Cellular Wheel Sluice With Supplementary Bearing	05-Feb-99
<u>US 6,238,145</u>	Silo	30-Mar-99

Schedule 2A

“Fuller Cement Technology Know-How” including but not limited to all know-how relating to the following Products:

Pneumatic Transport:**Pneumatic Conveying**

Injection Systems for Dry Sorbent
Airslide along with Associated Accessories
Airslide Aeration for Bins and Silos
Fuller Kinyon Type H & M Pumps along with Associated Accessories
Fuller Kinyon Kompact Pump along with Associated Accessories
SK Diverter Valves
Rotary Feeders, Valves and Gates
Bin Level Indicators
Blow Tanks and Associated Equipment
Airlift
Ship & Barge Unloading/Loading (Docksider)
Misc. Components (elbows, filters etc.)
Railcar / Truck Unloading/Loading
Airveyor and Associated Equipment
Pressure Tank Systems

Blending

Airmerge
Omni Merge
Fuller Random Flow
Column Blenders
GRAVI Merge

Silo Feed and Discharge / Storage

Cone Bottom
Flat Bottom
Dome
Fluidized Bottom
Flat Storage
Inverted Cone Bottom

Air Supply

Fuller Rotary Compressors
Sahara Screw Compressors
Misc. Compressor Accessories (Lube Systems, Radiators, Intake Filters etc.)

Schedule 2A continued:**Other Fuller Cement Products**

Fuller Precalculator
Fuller Roller Mills
Fuller Cyclone Preheater for Cement
Fuller Cement Kilns
Fuller Clinker Coolers
Fuller Ball Mills for Cement
Powder Cooler
Fuller Air Separators (HEYD)
Fuller Special Cyclones for Roller Mills
Fuller Water Spray Systems
Fuller Drag Chain Conveyors
Fuller Clinker Breakers
Fuller CFG Coolers
Conditioning Towers
Cyclone Dust Collectors
Plenum-Pulse Collectors
Burners
Air-to-Air Heat Exchangers
O-Sepa and HEC on Roller Mills
Roll Press – HRC
Rod Mills for Cement
Grit Separator
Shell Supported Mills for Cement
Radiant Tube Cooler
Panel Bed Cooler
Slurry Feeder
Flash Furnace
Coal Mill
Fluid Bed Dryer
Incinerators
Wash Mills
Compax Cooler
EV Crusher
ET Crusher
Double Hammer Mill Crusher
Ring Roller Mills
Roll Crushers

Schedule 2B

“Fuller Cement Technology Know-How” does not include any know-how relating to the following Products:

Ball Mill for Non Cement Industries
Barking Drum
Boring Bars
Casting Wheel
Converters
Contact Coolers
Continental Limestone Preheater
Double Roller Crusher
Dryers
Flotation/Separator Cells
Fluidized Bed Reactors
Fuller Classifiers
Fuller Cyclone Preheater for Non Cement Industries
Fuller Gears
Gyratory Crushers
Holding Furnace
Hot Lime Conveyor
Hydro-Aire Coolers
Jaw Crushers
Kilns for Non-Cement Industries
Limestone Preheater
Lime Hydrators
Lump Breakers
Micromills
Portable Crushers
Raining Bed/Freefall Preheater
Rod Mills for Non Cement Industries
Rotary Cooler
Rotary Dryer
SAG & AG Mills
Secondary and Tertiary Crushers
Shaft Kilns
Shell Supported Mills for Non-Cement Industries
Smith Parsons Limestone Preheater
Stirred Verticle Ball Mill
Table and Slurry Feeders

Schedule 3

Trade Marks

A2P™ Fly Ash Handling System
 Airlift™ Fluidizing Pneumatic Elevating System
 AirMerge™ Blender
 B-3000™ Compressor Blades
 Black Velvet™ Compressor Blades
 Cross-Bar™ Cooler
 Docksider™ Ship and Barge Unloading Systems
 DUOFLEX™ Burner
 E-Z Flow™ Dense Phase System
 FUL-COAT™ SILVER-CARBIDE™ Pump Screw
 Ful-Klen™ Silo
 Fuller-Kinyon™ pump
 FULLOAD™ Railcar Unloading System
 FULLVEYOR™ Conveying System
 Ful-Pak™ Compressor
 Ful-Vane™ Compressor
 GRAVI-MERGE™ Blender
 Jet-Pulse™ Dust Collector
 Kompact™ Pump
 Modu-Flo MT™ Conveying System
 Pneu-Boost™ Conveying Booster
 Pneu-Flap™ Pneumatic Flapper Torque Controller
 Random Flow™ Blender
 Sahara™ Compressor
 VACU-DENSE™ Conveying System
 Airslide™ Gravity Conveying System
 Airveyor™ Conveying System
 Plenum-Pulse™ Collectors
 MODU-DENSE® Conveying System
 Lehigh™
 Fuller™
 Traylor™
 Hydro-Aire™
 Modulode™
 Stylized "F"™
 Fuller Logo™
 "Follow-Thru" (Stylized)™
 "Follow-Thru"™