

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement For Purchase and Sale of Assets		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leroi International, Inc.		09/02/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rotary Compression Technologies, Inc.		
Street Address:	211 East Russell Road		
City:	Sidney		
State/Country:	OHIO		
Postal Code:	45365		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0392952	LE ROI	
Registration Number:	1056484	LE ROI	
Registration Number:	1917645	LEROI	
Registration Number:	1923318		
Registration Number:	1882728	VERSATROL	
CORRESPONDENCE DATA			
Fax Number:	(937)449-6405		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(937) 449-6400		
Email:	anna.vislosky@dinslaw.com		
Correspondent Name:	B. Joseph Schaeff - Dinsmore & Shohl		
Address Line 1:	One Dayton Centre		
Address Line 2:	One South Main Street - Ste 1300		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	RCI 0006 T5		

OP \$140.00 0392952

NAME OF SUBMITTER:	B. Joseph Schaeff
Signature:	/B. Joseph Schaeff/
Date:	09/18/2008

Total Attachments: 14

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AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This Agreement is entered into as of the 2nd day of September, 2005 (this "Agreement"), by and among **ROTARY COMPRESSION TECHNOLOGIES, INC.**, an Ohio corporation ("Buyer"), **LEROI INTERNATIONAL, INC.**, a Delaware corporation ("Seller") and **COMPAIR USA, INC.**, a Delaware corporation ("Parent").

Section 1. Purchase and Sale of Assets

1.1 On the terms and subject to the conditions hereof, and in reliance upon the warranties, representations, and obligations set forth herein, Seller agrees to sell and Buyer agrees to purchase all of the assets owned or operated by Seller and predominantly used or held for use in the Business (except and excluding the Retained Assets described in Section 1.2) (the "Assets"), including but not limited to the following:

(d) All of Seller's patents and patent applications, domestic and foreign, trademarks and tradenames and registrations and applications for registration thereof, including the goodwill of the Business associated therewith, and all copyrights and registrations thereof, in each case related to the Business.

(f) All of Seller's customer and vendor lists, engineering and products development drawings and files, prototypes and experimental products, sales and advertising materials, sales and purchase correspondence, market or other studies, accounting files, other files (excluding personnel files), records, technology, know-how, trade secrets, proprietary information, intellectual property, and documents (including, without limitation, computer programs, tapes, and related software) in each case related to the Business.

7.19 Intellectual Property Rights.

7.19.1 (a) Schedule 7.19 contains a list of all intellectual property rights in which Seller holds any interest (except that the list does not include Seller's interest in shop rights, know-how, or trade secrets), whether by grant, assignment, license, usage, or otherwise, relating to the Business including, without limitation, all patents, patent applications, trade names, trademarks, service marks, and copyrights, domestic and foreign, relating to the Business.

(b) Each patent and patent application listed in Schedule 7.19 is identified by title, inventor or inventors; for patents the patent number and dates of application and grant, for patent applications the serial number and filing date, and for both the country in which each was filed.

(c) Each trade name, trademark, service mark, and copyright listed in Schedule 7.19 is identified by its title; if registered, the registration number, date of issue and country or

state of registration, and if unregistered but the subject of a pending application for registration, the serial number, date of filing and the country or state in which it was filed.

(d) If Seller claims rights in any intellectual property listed in Schedule 7.19 by assignment or license, the assignment or license is identified by assignor or licensor, the date of grant, if recorded, the date and place of recording and reel and frame numbers or other indicia of recordation.

(e) Complete and correct copies of all patents, registrations, and applications therefor and all assignments or licenses set forth in Schedule 7.19 are appended to Schedule 7.19.

7.19.2 There are no claims of interest or infringement, or to the best knowledge of Seller, threat of claim of interest or infringement which in any material way derogates from or dilutes Seller's rights in or to any of the intellectual property rights set forth in Schedule 7.19.

7.19.3 With respect to the intellectual property rights listed in Schedule 7.19:

(a) Seller is the exclusive owner thereof unless specifically noted otherwise in Schedule 7.19;

(b) They are free of any and all liens, claims, security interests, and other encumbrances of any nature or kind;

(c) No prior transfer, sale, or assignment has been made by Seller of any part of the intellectual property or any rights appurtenant thereto; and

(d) To the best knowledge of Seller, all of such intellectual property rights are valid and in full force and effect.

7.19.4 During the past three (3) years no person or entity has, to the best of Seller's knowledge, infringed any of Seller's intellectual property rights relating to the Business, nor has Seller claimed any such infringement; and, to the best of Seller's knowledge, Seller has not infringed upon the intellectual property rights of any other person or entity.

IN WITNESS WHEREOF, Buyer, Seller, and Parent have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first written above.

PARENT

COMPAIR USA, INC.

By: Nydeeg
Title: _____

Dated: _____

BUYER

ROTARY COMPRESSION
TECHNOLOGIES, INC.

By: _____
Title: _____

Dated: _____

SELLER

LEROI INTERNATIONAL, INC.

By: _____
Title: _____
Dated: _____

IN WITNESS WHEREOF, Buyer, Seller, and Parent have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first written above.

PARENT

COMPAIR USA, INC.

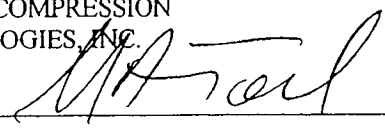
By: _____

Title: _____

Dated: _____

BUYER

ROTARY COMPRESSION
TECHNOLOGIES, INC.

By: 

Title: C. E. O.

Dated: 9-2-05

SELLER

LEROI INTERNATIONAL, INC.

By: _____

Title: _____

Dated: _____

IN WITNESS WHEREOF, Buyer, Seller, and Parent have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the date first written above.

PARENT

COMPAIR USA, INC.

By: _____

Title: _____

Dated: _____

BUYER

ROTARY COMPRESSION
TECHNOLOGIES, INC.

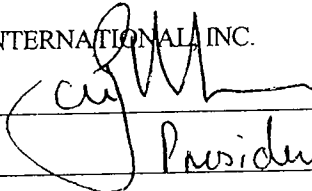
By: _____

Title: _____

Dated: _____

SELLER

LEROI INTERNATIONAL INC.

By:  _____

Title: President

Dated: _____

Schedule 7.19

Intellectual Property Rights

Please see **Exhibit C** attached hereto.

Exhibit C

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Owners Various: LEROI INTERNATIONAL, INC.

Date of Report: 23APR2002 (Modified for Gas Compressors Only 21 July 2004)

DocId No.	Class & Type	Client	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
2506	Class & Type: 1K 7	USA		REGISTERED	15AUG1943	71/446275	20JAN182	392952	20JAN2012	20JAN2012
Client: LEROI (stylized) parts thereof.										
Goods: Internal combustion engines, air or gas compressors, and parts thereof.										
2507	Class & Type: 1K 7	USA		REGISTERED	28APR1976	73/085336	18JAN177	7056484	18JAN2007	18JAN2007
Client: LEROI (and Lion Design)										
Goods: Gas compressors and parts thereof.										
2509	Class & Type: 1K 7	USA		REGISTERED	06OCT1994	74/582907	12SEP1995	1377645	12SEP2005	12SEP2005
Client: LEROI										
Goods: Gas compressors and structural and replacement parts thereof; fluid pressure actuated rock drills.										
2572	Class & Type: 1K 7	USA		REGISTERED	06OCT1984	74/582626	03OCT1995	1923318	03OCT2005	03OCT2005
Client: LEROI										
Goods: Gas compressor and structural and replacement parts thereof; fluid pressure actuated rock drills.										
2516	Class & Type: 1K 7, 9	USA		REGISTERED	15OCT1992	74/322969	07MAY1995	1882728	07MAY2005	07MAY2005
Client: VERSATROL										
Goods: Air compressors (1)										
1260	Class & Type: 1K 7	MRC		REGISTERED			30MAY1994	1545093	30MAY2004	30MAY2004
Client: MRC										
Goods: Only "Internal combustion engines, air and gas compressors; drive power generating units and their parts"										

Docket No.	Clty	Types Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
101701	ARGI	F REGISTERED			28FJ192	1389767	28FJ2002	28FJ2002
Client: AUTOMATION Class & Type: IM 7 Mark: LEROI and Lion Design Goods: Internationally "drive power moving mechanics pneumatic tools and Lion parts" included in international class 7.								
101706	ROMJ	J REGISTERED			20SE1956	35710-R	20SE2006	20SE2006
Client: AUTOMATION Class & Type: 7 Mark: LEROI and Lion Design Goods:								
101707	BRAS	Z REGISTERED	04MP1977	67J12053	25JE1955	6712053	25JE2008	25JE2008
Client: AUTOMATION Class & Type: MA 7, J2, MA 7, 60 Mark: JE ROJ & Lion Design Goods:								
101753	CAVA	A REGISTERED	29JL1944	38A151	29JL1944	19820	29JL2104	29JL2004
Client: AUTOMATION Class & Type: IM Mark: LG FOJ HILMUNKE and Design (Lion) Goods: Internal combustion engines and parts thereof, compressors and parts thereof, power generating sets and compressors and parts thereof.								
101754	CAVA	A REGISTERED	05AU1977	413948	17NO1978	230996	17NO2006	17NO2006
Client: AUTOMATION Class & Type: 7 Mark: LION Design Logo Goods:								
101277	JNDJ	J FILED	2JHR1995	660602				
Client: AUTOMATION Class & Type: IM 7 Mark: LION Design Logo Goods: Gas compressors and parts thereof, fluid pressure actuated rock drills, parts and attachments for rock compressors and parts thereof, fluid pressure								
2520	LRDI	J FILED	2JHR1995	660724				
Client: AUTOMATION Class & Type: IM 7 Mark: LEROI Goods: Gas compressors and parts thereof, fluid pressure								

2

actuated rock drills, parts and attachments for rock

101271 INDI 3 FILED 21APR1995 660002
Client: SIED
Class & Type: IN 7
Mark: LION Design Logo

actuated rock drills, parts and attachments for rock

101274 PHOO 0 REGISTERED 22MR1995 095 4720
Client:
Class & Type: IN 7
Mark: LEROI

actuated rock drills, parts and attachments for rock

101278 INDO 0 REGISTERED 22MR1995 095 4718
Client:
Class & Type: IN 7
Mark: LION Design Logo

1234 JORD 0 REGISTERED 27JUL1995

Client:
Class & Type: 7
Mark: LEROI (and Lion Logo)
therefor: fluid pressure actuated rock drills,

1235 JORD 0 REGISTERED 27JUL1995

Client:
Class & Type: 7
Mark: LEROI
therefor: fluid pressure actuated rock drills;

101275 KORS 5 REGISTERED 25MR1995 11364/1995

Client:
Class & Type: NA 38
Mark: LEROI
rock drills, parts and attachments for rock

101279 KORS 5 REGISTERED 25MR1995 11365/1995

Client:
Class & Type: NA 38
Mark: LION Design Logo
rock drills, parts and attachments for rock

101279 KORS 5 REGISTERED 25MR1995 11365/1995

Client:
Class & Type: NA 38
Mark: LION Design Logo
rock drills, parts and attachments for rock

Goods: Gas compressors and parts therefor, fluid pressure
16SE:996 367725 21MR2005 22MR2005

Goods: Gas compressors and parts therefor, fluid pressure
27MR:996 357064 21MR2005 22MR2005

Goods:

27JUL:995 43742 27JUL2002 27JUL2002

Goods: Air and gas compressor and structural and replacement parts

27JUL:995 39950 27JUL2002 27JUL2002

Goods: Air and gas compressors and structural and replacement parts

25JAN:997 354715 25JAN2007 25JAN2007

Goods: Gas compressors and parts therefor, fluid pressure actuated

25JAN:997 354716 25JAN2007 25JAN2007

Goods: Gas compressors and parts therefor, fluid pressure actuated

Client: KORS S REGISTERED 25JAN:997 354716 25JAN2007 25JAN2007

Class & Type: NA 38

3

Mark: LEROI
 rock drills, parts and attachments for rock
 Goods: Gas compressors and parts therefor, fluid pressure actuated

95/07937

05AU1995

MAVE S FILED

Class & Type: IN 7

Mark: LEROI

therefor; fluid pressure actuated rock drills;

Goods: Air and gas compressors, and structural and replacement parts

95/07938

07AU1995

KAYS S FILED

Class & Type: IN

Mark: LION Design Logo

therefor; fluid pressure actuated rock drills;

Goods: Air and gas compressors, and structural and replacement parts

05AU1995 87237/95 05AU2005 05AU2005

Goods: Air and gas compressors and parts therefor; drilling machines

05AU1995 7236/95 05AU2005 05AU2005

Goods:

09JL1996 46783 17KR2005 17KR2005

Goods: Gas compressors and parts therefor, fluid pressure actuated

27KR1996 92989 17KR2005 17KR2005

Goods: Gas compressors and parts therefor, fluid pressure actuated rock

Mark: LEROI

rock drills, parts and attachments for rock

Class & Type: IN 7

Mark: LEROI

therefor; fluid pressure actuated rock drills;

95/07938

07AU1995

KAYS S FILED

Class & Type: IN

Mark: LION Design Logo

therefor; fluid pressure actuated rock drills;

Class & Type: IN 7

Mark: LEROI

and parts therefor; calling machinery;

Class & Type: IN 7

Mark: LION Design Logo

therefor; fluid pressure actuated rock drills;

202569

17KR1995

THAJ I REGISTERED

Class & Type: IN 7

Mark: LEROI

rock drills, parts and attachments for rock

202570

17KR1995

THAJ I REGISTERED

Class & Type: IN 7

Mark: LION Design Logo

drills, parts and attachments for rock

RUN LOG SUMMARY

REPORT - MATE SPECIFIC

Trademarks By Owner

PCMASTER REPORTER

23APR2002 10 55 PAGE: 1

Extract from Exhibit C - U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
LE ROI (Stylized)	392,952	01/20/1942
LE ROI & Lion Design	1,056,484	01/18/1977
LEROI	1,917,645	09/12/1995
LION Design	1,923,318	10/03/1995
VERSATROL	1,882,728	03/07/1995