

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
FLSmidth Technology A/S		01/01/2008	CORPORATION: DENMARK

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: 20

Property Type	Number	Word Mark
Registration Number:	2250765	1 + 1
Registration Number:	2383048	CLARI-DISC
Registration Number:	2400910	CLARI-PRESS
Registration Number:	3026682	DEEP CONE
Registration Number:	1590746	DELTA-STAK
Registration Number:	2812381	E-CAT
Registration Number:	1814835	E-DUC
Registration Number:	0532872	EIMCO
Registration Number:	0519194	EIMCO
Registration Number:	1687567	EIMCO
Registration Number:	1765743	EIMCOBELT
Registration Number:	1665762	EIMCO-EXTRACTOR
Registration Number:	1356249	
Registration Number:	2949593	MAXR

OP \$515.00 2250765

Registration Number:	2987233	ODS
Registration Number:	2475833	OXALLIZER
Registration Number:	1003382	SHRIVER
Registration Number:	1222378	WEMCO
Registration Number:	0597883	WEMCO
Registration Number:	0717040	WEMCO

CORRESPONDENCE DATA

Fax Number: (801)931-3090
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-931-3151
Email: loretta.bogaard@glv.com
Correspondent Name: Loretta Bogaard
Address Line 1: 4255 Lake Park Blvd
Address Line 2: Suite 100
Address Line 4: Salt Lake City, UTAH 84120

ATTORNEY DOCKET NUMBER:	FLSMIDTH AS CHG OF NAME
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Loretta Bogaard
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Signature:	/loretta.bogaard/
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Date:	10/27/2008
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Total Attachments: 6
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SALE OF TRADEMARKS

This Agreement is made by and between:

FLSmidth Technology A/S
Vigerslev Allé 77
2500 Valby
Denmark
(the "Seller")

and

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

WHEREAS

(A) The Seller is the owner of Trademarks/ Trade Names listed in Appendix 1.

(B) 

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 "Agreement" shall mean this sales agreement with Appendix 1.
- 1.2 "Effective Date" shall mean January 1, 2008.
- 1.3 "Trademarks" /"Trade Names" shall mean the trademarks/ trade names mentioned in Appendix 1.
- 1.4 "FLSmidth Group" shall mean FLSmidth & Co. and all companies directly and/or indirectly controlled by FLSmidth & Co.
- 1.5 "FLSmidth & Co." shall mean FLSmidth & Co. A/S, a company duly organized and existing under the laws of Denmark, with CVR-no. 5818 0912 with the Danish Commerce and Companies Agency and having its registered office at Vigerslev Allé 77, 2500 Valby, Denmark.
- 1.6 "Intellectual Property Cross-License Agreement" (referred to herein as "IPC Agreement") shall mean the cross-licensing agreement between Dorr-Oliver Elmco (Canada) Inc. (now FLSmidth Dorr-Oliver Elmco Ltd.) and GLV Inc. and Ventomatic A/S (now FLSmidth Technology A/S), dated August 8, 2007.
- 1.7 "GLV Inc." shall mean GLV Inc., a corporation incorporated pursuant to the federal laws of Canada having its registered office at 2001 McGill College Avenue, Suite 2100, Montreal, Québec, H3A 1G1.
- 1.8 "New GLV Licensees" shall have the same meaning as set forth in the IPC Agreement.
- 1.9 "GL&V Corporate Trademarks and Logos" shall have the same meaning as set forth in the IPC Agreement.

2. SALE

- 2.1 Subject to the terms of this Agreement the Seller hereby sells the Trademarks/ Trade Names, listed in Appendix 1, to the Buyer and the Buyer purchases the Trademarks/ Trade Names, listed in Appendix 1, from the Seller, which sale and purchase shall be considered effective from the Effective Date. All rights and title to the Trademarks/ Trade Names 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 Trademarks/ Trade Names that are registered with third parties.

3. PURCHASE PRICE AND PAYMENT

- 3.1 The Purchase Price for the Trademarks/ Trade Names is [REDACTED]
- 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 FLSmidth & Co. as instalment on the loan the Seller has at FLSmidth & Co.

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 Trademarks/ Trade names, listed in Appendix 1, and has the absolute right to sell and deliver the Trademarks/ Trade names to the Buyer in accordance with the terms of this Agreement free and clear of all liens, claims, options, encumbrances and other restrictions whatsoever with the exception of the restrictions outlined in article 5.
- 4.3 To Seller's knowledge, the Trademarks/ Trade Names, listed in Appendix 1, do not infringe on any third party's rights.
- 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 Trademarks/ Trade Names on any third party's rights, including any legal cost associated with Buyer's legal actions due to such claim.

5. RIGHTS AND OBLIGATIONS

- 5.1 The Seller has certain rights and obligations under the IPC Agreement in relation to certain trademarks, business and tradenames which are included among the Trademarks/ Trade Names transferred under this Agreement. These rights and obligations are specifically set forth in Sections 3.1.1, 3.1.2, 3.2 (all sections) and 4 (all sections, and only to the extent they pertain to trademarks) of the IPC Agreement. These



rights and obligations are assigned to the Buyer, and include the following obligations:

- 5.1.1 The Buyer is during the term of the IPC Agreement obliged to not to license the use of the trademark, business and trade name "Eimco" in association with the words "Water Technologies" or any trade mark or trade name consisting of both the terms "Eimco" and "Water" in association with any business, goods or services pertaining to any field of use to any other than GLV Inc. and the New GLV Licensees.
- 5.1.2 The Buyer shall, from time to time, set reasonable standards as to the use of the trademark "Eimco Water Technologies" by GLV Inc. and the New GLV Licensees.
- 5.1.3 The Buyer is obliged to accept that the New GLV Licensees are entitled to continue to use the GL&V Corporate Trademarks and Logos until February 10, 2008.
- 5.2 The Seller is obliged to inform Buyer in case of termination of the Intellectual Property Cross-License Agreement.

6. APPLICABLE LAW AND ARBITRATION

- 6.1 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.
- 6.2 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 or invalidity thereof shall be finally settled by the Management Board of FLSmidth & Co. A/S.
- 6.3 Except as expressly set out in Article 6.2 above, any dispute, controversy or claim between Seller and Buyer arising out of or in connection with this Agreement, or the breach 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.
- 6.4 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.



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 FLSmidth Technology A/S,
Valby, Denmark

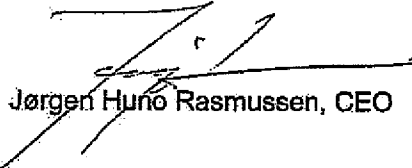
January 4, 2008


Mette Møllegaard Jakobsen
Member of the Board


Henrik Jensen
Director

For FLSmidth A/S,
Valby, Denmark

January 4, 2008


Jørgen Hurno Rasmussen, CEO


Poul Erik Tofte, CFO

Schedule A - Trademarks

Trademark Name	GL&V Ref. No.	Country	Appl./Reg.No.	Trademark Status	Next Renewal Date
1 + 1	218-00891-US	United States	2250765	Registered	08-Jun-2009
3DP	218-08690-US	United States		Used	
AFP-IV	218-28856-US	United States		Used	
AGIDISC	218-00164-US	United States		Used	
AGITAIR	218-00165-US	United States		Used	
ARC-DOOR	218-00161-US	United States		Used	
BDP	218-08692-US	United States		Used	
CABLETORQ	218-00020-US	United States	975893	Registered	01-Jan-2014
ClariConcept	218-00157-US	United States		Used	
CLARI-DISC (ClariDisc)	218-08636-US	United States	2383048	Registered	31-Oct-2010
CLARIFIL	218-00015-US	United States	2111042	Registered	04-Nov-2007
CLARI-PRESS (ClariPress)	218-15160-US	United States	2400910	Registered	31-Oct-2010
DEEP CONE	218-22987-US	United States	3,026,682	Registered	13-Dec-2015
DELTA-STAK	218-02042-US	United States	1590746	Registered	10-Apr-2010
DORRCLONE	218-00018-US	United States	563045	Registered	19-Aug-2012
DORR-OLIVER	218-00037-US	United States	1946286	Registered	09-Jan-2016
DOXIE	218-00024-US	United States	779022	Registered	27-Oct-2014
DSM	218-00019-US	United States	659021	Registered	04-Mar-2008
E-CAT	218-11991-US	United States	2,812,381	Registered	10-Feb-2014
E-DUC	218-06540-US	United States	1814835	Registered	04-Jan-2014
EIMCO	218-00361A-US	United States	532,872	Registered	31-Oct-2010
EIMCO	218-00361B-US	United States	519194	Registered	10-Aug-2010
EIMCO	218-00361C-US	United States	1687567	Registered	19-May-2012
EIMCOBELT	218-00864-US	United States	1765743	Registered	20-Apr-2013
EIMCO-EXTRACTOR	218-02200-US	United States	1665762	Registered	26-Nov-2011
EIMCOMET	218-00123-US	United States		Used	
FLOCCULATOR	218-00012-US	United States	295,572	Registered	05-Jul-2012
FLUID DROP DESIGN	218-01032-US	United States	1356249	Registered	27-Aug-2015
GORATOR	218-00026-US	United States	1917609	Registered	12-Sep-2015
HDP	218-08691-US	United States		Used	
HIGH YIELD	218-23095-US	United States		Used	
HYDRASHIFT	218-00166-US	United States		Used	
MAXR	218-28721-US	United States	2,949,593	Registered	10-May-2015
MDP	218-08689-US	United States		Used	
ODS	218-00023-US	United States	2987233	Registered	23-Aug-2015
OXALLIZER	218-22822-US	United States	2475833	Registered	07-Aug-2011
PYRAMID	218-00167-US	United States		Used	
REACTICIZER	218-00168-US	United States		Used	
REACTOR-CLARIFIER	218-00141-US	United States		Used	
ROLACHUTE	218-00162-US	United States		Used	
ROSS FEEDER	218-00163-US	United States		Used	
SHRIVER	218-00866-US	United States	1003382	Registered	28-Jan-2015
SMARTCELL	218-08887-US	United States		Used	
WEMCO	218-00893A-US	United States	1222378	Registered	04-Jan-2013
WEMCO	218-00893B-US	United States	597883	Registered	09-Nov-2014
WEMCO	218-00893C-US	United States	717040	Registered	20-Jun-2011