

Form PTO-1594 (Rev. 09-08)  
OMB Collection 0651-0027 (exp. 10/31/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Juzer Jangbarwala, Aref Cheval and Amin Haq

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The BOC Group, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 575 Mountain Avenue

City: Murray Hill

State: New Jersey

Country: U.S.A. Zip: 07974

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship Delaware
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 17, 2002

- Assignment                       Merger
- Security Agreement               Change of Name
- Other Stock Purchase

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Registration No. 2132473

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Mark: HYDROMATIX Filed: 28-Jan-1997  
Goods: Class 11 (water purification units)

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Edwards Vacuum, Inc.

Internal Address: \_\_\_\_\_

Street Address: 55 Madison Avenue, Suite 400

City: Morristown

State: New Jersey Zip: 07960

Phone Number: 973-285-3309

Fax Number: 973-285-3320

Email Address: Kristi.nicholes@edwardsvacuum.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 504244

Authorized User Name Mary K. Nicholes, Esq.

9. Signature: Mary K Nicholes  
Signature

10/30/08  
Date

Mary K. Nicholes, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450


CH \$40.00 504244 2132473

UNITED STATES OF AMERICA )

STATE OF NEW JERSEY ) ss.:

COUNTY OF MORRIS )

I, Christa Marie De Mark, a Notary Public in and for the State of New Jersey, hereby certify that the attached photocopy is a true and accurate copy of a Stock Purchase Agreement redacted such that only relevant cases and information appear, signed by Juzer Jangbarwala, Aref Cheval and Amin Haq and dated January 17, 2002, wherein Common Stock of Hydromatix, Inc. was acquired by The BOC Group, Inc.



**CHRISTA DE MARK**  
A Notary Public of New Jersey  
My Commission Expires 08/06/2012



Dated: 10/30/2008

BOC69885

STOCK PURCHASE AGREEMENT

ACQUISITION BY

THE BOC GROUP, INC.

(Purchaser)

of

COMMON STOCK OF HYDROMATIX, INC.

from

JUZER JANGBARWALA, AREF CHEVAL AND AMIN HAQ (Sellers)

JANUARY 17, 2002

259235V4

12

**ARTICLE II  
CLOSING**

**REDACTED**

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLERS**

Sellers hereby represent and warrant to Purchaser as follows:

3.27 **Intellectual Property.** Schedule 3.27 contains a complete and accurate: (i) list of all the names, trade names, patents, trademarks, registered copyrights, and all pending applications thereto throughout the world, and (ii) list of invention records, trade secrets, unpublished copyrights and other intellectual property material to the Business that the Company owns, and which the Company has used or is currently using, or intends to use or may use in the Business. Each Seller represents and warrants that: (a) the Company is the sole and exclusive owner of all right, title and interest in and to all the trade names, trademarks, patents, registered and unpublished copyrights, and all pending applications pending applications thereto, and further including invention records, trade secrets and other intellectual property listed on Schedule 3.27; (b) each of the foregoing will be transferred to Purchaser without prior encumbrance (except for the Permitted Liens) or pre-existing license rights of any third party; (c) the Company has the legal right to use the same and all other intellectual property which has been used or is currently being used, or intends to use or may be used prior to the Closing Date, in the Business free and clear of any encumbrances (except for the Permitted Liens) or restrictions; (d) other than those intellectual property assets listed on Schedule 3.27, the Company is neither an owner nor an assignee nor a licensee nor the holder of an equitable interest in any registrations for patents, trademarks, copyrights or material invention records and is neither an owner nor an assignee nor a licensee and does not hold an equitable interest in any application for any registration of patents, trademarks and copyrights; (e) no claim that any of the foregoing is in whole or in part invalid, unenforceable, or ineffective has been received by any of the Sellers, and each Seller believes, and lacks any reason not to believe, that each of the foregoing is valid, enforceable, unencumbered, and effective.

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Stock Purchase Agreement to be executed as of the date first above written.

By: Juzer Jangbarwala  
Juzer Jangbarwala

By: Aref Cheval  
Aref Cheval

By: Amin Haq  
Amin Haq

THE BOC GROUP, INC.

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

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

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Stock Purchase Agreement to be executed as of the date first above written.

By: \_\_\_\_\_  
Juzer Jangbarwala

By: \_\_\_\_\_  
Aref Cheval

By: \_\_\_\_\_  
Amin Haq

THE BOC GROUP, INC.

By: 

Title: Brian Emslie - Attorney in Fact

**SCHEDULE 3.27**

**I. PATENTS**

**A. U.S. Patents**

**REDACTED**



# REDACTED

#### IV. OTHER PROPRIETARY SYSTEMS

Seller has delivered to Purchaser prior to execution of this Agreement documentation with respect to the following inventions, processes, designs and/or know-how or trade secrets, which documentation is reasonably sufficient in detail and content to identify and explain such inventions, processes, designs and/or know-how or trade secrets.

*Schedule 3.27  
Page 7 of 9*

**TRADEMARK  
REEL: 003879 FRAME: 0863**

## V. TRADEMARKS

### A. U.S. Registered Trademarks

1. Mark: HYDROMATIX  
Goods: water purification units  
Serial No.: 75/232,500  
Filed: January 28, 1997  
Reg. No.: 2,132,473  
Reg. Date: January 27, 1998

# REDACTED