

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intra-Group Asset Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emco Wheaton UK Ltd.		12/31/2009	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Gardner Denver Limited		
Street Address:	Springmill Street		
City:	Bradford (West Yorkshire)		
State/Country:	UNITED KINGDOM		
Postal Code:	BD5 7HW		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77262977	BETTER BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	(312)655-1501		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	james.conte@huschblackwell.com		
Correspondent Name:	James Conte		
Address Line 1:	120 S. Riverside Plaza		
Address Line 2:	22nd Floor		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	4446-104022-US		
DOMESTIC REPRESENTATIVE			
Name:	James Conte		
Address Line 1:	120 S. Riverside Plaza		
Address Line 2:	22nd Floor		

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**TRADEMARK
 REEL: 004175 FRAME: 0060**

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

James B. Conte

Signature:

/James B. Conte/

Date:

03/26/2010

Total Attachments: 8

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DATED 31 DECEMBER 2009

INTRA-GROUP ASSET TRANSFER AGREEMENT

(1) EMCO WHEATON UK LIMITED

and

(2) GARDNER DENVER LIMITED

**RELATING TO THE ASSETS OF
EMCO WHEATON UK LIMITED**

Gordons  **LLP**

14 Piccadilly
Bradford
West Yorkshire
BD1 3LX

Ref: THE/S3276/84

**TRADEMARK
REEL: 004175 FRAME: 0062**

THIS AGREEMENT is executed this 31st day of December 2009.

Parties

- (1) Emco Wheaton UK Limited, incorporated and registered in England and Wales with company number 0466276 whose registered office is at Springmill Street, Bradford, West Yorkshire BD5 7HW (the **Seller**)
- (2) Gardner Denver Limited, incorporated and registered in England and Wales with company number 3047245 whose registered office is at Springmill Street, Bradford, West Yorkshire BD5 7HW (the **Buyer**).

Background

The Seller has agreed to transfer and the Buyer has agreed to accept a transfer of the Business (together with the Assets) (as hereafter defined) as a going concern as part of a reorganisation of the group of companies of which the Seller and the Buyer are members on the terms and conditions of this agreement.

Agreed terms

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Assets: all the property, rights and assets of the Business (other than the Excluded Assets) agreed to be transferred pursuant to clause 2.1.

Book Debts: all trade and other debts and amounts owing to the Seller at the Effective Time in respect of the Business (whether or not invoiced).

Business: the business of designing, manufacturing, marketing, selling and servicing compressors, compressor packages and related parts and products, carried on by the Seller at the Effective Time.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Business Information: all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relate, wholly or partly, to the Business.

Business Intellectual Property Rights: Intellectual Property Rights owned, used or held for use by the Seller in, or in connection with, the Business.

Business Names: EMCO WHEATON, or any name including the words EMCO and WHEATON, or any colourable imitation of it or them.

Companies Acts: the Companies Act 1985 and the Companies Act 2006.

Completion: the completion of the sale and purchase of the Business and the Assets pursuant to and in accordance with this agreement.

Contracts: all contracts, arrangements, licences and other commitments relating to the Business entered into, on or before, and which remain to be performed by any party to them in whole or in part, at the Effective Time.

Creditors: all debts (including trade debts) and accrued charges owing by the Seller at the Effective Time.

Customers: the customers of the Business.

Customs: HM Revenue & Customs.

Demand: any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty and proceeding.

Effective Time: Close of business on 31 December 2009.

Encumbrance: any mortgage, charge (fixed or floating), pledge, lien, hypothecation, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

Excluded Assets: any assets and rights used in the Business described as being excluded assets in Schedule 1.

Excluded Liabilities: any liabilities or obligations of or relating to the Business described as being excluded liabilities in Schedule 1.

Final Purchase Price: the meaning given in clause 3.2

Fixed Assets: all of the fixed plant and machinery, furniture, utensils, templates, tooling, implements, chattels and equipment wherever situated belonging to the Seller and used or intended for use in connection with the Business attached or fixed to the Properties as at the Effective Time.

Freehold Properties: any freehold properties which form part of the Assets, brief particulars of which are set out in Part 1 of Schedule 3.

Goodwill: the goodwill, custom and connection of the Seller in relation to the Business, together with the exclusive right for the Buyer and its successors and assigns to carry on the Business under the Business Names (and all other names associated with the Business) and respectively to represent itself as carrying on the Business in succession to the Seller.

Initial Purchase Price: the meaning given in clause 3.1

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IT System: all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed by or in relation to the Business.

Lease: any lease (including any supplemental documents) under which each of the Leasehold Properties is held and **Leases** means all of them.

Leasehold Properties: any leasehold properties which form part of the Assets, brief particulars of which are set out in Part 2 of Schedule 3.

Liabilities: the liabilities or obligations of or relating to the Business excluding any Excluded Liabilities.

Moveable Assets: the loose plant including moveable plant, machinery and equipment, fixtures and fittings (other than landlord's fixtures and fittings in ant Leasehold Properties) used or intended for use in connection with the Business.

Properties: the Freehold Properties (if any) and the Leasehold Properties.

Records: the books, accounts (including the VAT Records and returns), lists of Customers and suppliers and all the other documents, papers and records relating to the Business or any of the Assets.

Stock: the stock-in-trade of the Business at the Effective Time.

Taxation or Tax: all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts,

contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto.

Third Party Consent: a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets or Liabilities in terms acceptable to the Buyer.

Transaction: the transaction contemplated by this agreement or any part of that transaction.

TULRCA: the Trade Union and Labour Relations (Consolidation) Act 1992.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

VAT Records: all records of the Seller relating to the Business referred to in section 49 of the VATA 1994

VATA 1994: Value Added Tax Act 1994.

Workers: the individuals employed by Gardner Denver Group Services Limited who provide services to the Business pursuant to a service agreement entered into between the Seller and Gardner Denver Group Services Limited

- 1.2 clause, schedule and paragraph headings do not affect the interpretation of this agreement.
- 1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement. A reference to a paragraph is to a paragraph of the relevant schedule, and a reference to an appendix is to the relevant appendix to this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated.
- 1.6 Words in the singular include the plural and in the plural include the singular.
- 1.7 A reference to one gender includes a reference to the other gender.
- 1.8 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it
- 1.9 **Writing** or **written** includes faxes and e-mail.
- 1.10 Documents in **agreed form** are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.11 Where the words **include(s) including** or **in particular** are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

- 1.13 **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.14 Any amount expressed to be in pounds sterling shall, to the extent that it requires, in whole or in part, to be expressed in any other currency in order to give full effect to this agreement, be deemed for that purpose to have been converted into the relevant currency immediately before the close of business on the date of this agreement (or, if that is not a Business Day, the Business Day immediately before it). Subject to any applicable legal requirements governing conversions into that currency, the rate of exchange shall be HSBC Bank plc's spot rate for the purchase of that currency with sterling at the time of the deemed conversion.

2. **AGREEMENT TO SELL AND PURCHASE**

- 2.1 Unless expressly provided in this agreement, the Seller shall, at the Purchase Price, transfer to the Buyer with full title guarantee, or to the extent that it is not the owner thereof shall procure the transfer with full title guarantee, and the Buyer, with a view to carrying on the Business as a going concern, shall accept a transfer free from all Encumbrances and with effect from the Effective Time of:
- 2.1.1 the Goodwill;
 - 2.1.2 the Properties;
 - 2.1.3 the Fixed Assets;
 - 2.1.4 the Movable Assets;
 - 2.1.5 the benefit (subject to the burden) of the Contracts;
 - 2.1.6 the Liabilities;
 - 2.1.7 the Book Debts;
 - 2.1.8 the Business Intellectual Property Rights;
 - 2.1.9 the Stock;
 - 2.1.10 the IT System;
 - 2.1.11 the Records;
 - 2.1.12 any cash at bank;
 - 2.1.13 all (if any) of the other assets, property or rights of the Seller relating to or connected with, or belonging to or required or intended for use in, the Business or in the Properties and which are not otherwise described in Schedule 1 but not the Excluded Assets; and
 - 2.1.14 all of the Seller's rights against third parties relating to any of the Assets.
- 2.2 There shall be excluded from the sale under this agreement:
- 2.2.1 the Excluded Liabilities; and
 - 2.2.2 the Seller's accounts and accounting records which do not relate exclusively to the Business.
- 2.3 The sale and purchase of each of the Assets is interdependent and shall be completed simultaneously.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

- 12.1 The Seller undertakes to the Buyer to keep confidential all the information that it has acquired about the Buyer and all Business Information and to use such information only for the purposes contemplated by this agreement
- 12.2 The Buyer undertakes to the Seller to keep confidential the terms of this agreement and all information that it has acquired about the Seller and to use the information only for the purposes contemplated by this agreement
- 12.3 Either party may disclose any information that it is otherwise required to keep confidential under this clause:
 - 12.3.1 to such professional advisers, consultants and employees or officers of its group as are reasonably necessary to advise on this agreement, or to facilitate the Transaction, provided that the disclosing party procures that the people to whom the information is disclosed keep it confidential as if they were that party; or
 - 12.3.2 with the written consent of the other party; or
 - 12.3.3 to the extent that the disclosure is required:
 - 12.3.3.1 by law; or
 - 12.3.3.2 by a regulatory body, tax authority or securities exchange.
- 12.4 No announcement, circular or other publicity in connection with the subject matter of this agreement (other than as permitted by this agreement) shall be made before Completion by or on behalf of the Seller and the Buyer without the approval of the other (such approval not to be unreasonably withheld or delayed).

13. FURTHER ASSURANCE

The Seller shall (at its own expense) promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

14. ASSIGNMENT

Except as otherwise provided in this agreement, no party may assign, or grant any Encumbrance over or deal in any way with, any of its rights under this agreement or any document referred to in it.

15. WHOLE AGREEMENT

- 15.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

16. VARIATION

- 16.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.
- 16.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

- 16.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 16.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.
- 16.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. **COSTS**

Unless otherwise provided, all costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

18. **NOTICE**

18.1 A notice given under this agreement:

18.1.1 shall be in writing;

18.1.2 shall be sent for the attention of the person, and to the address or fax number, given in this clause (or such other address, fax number e-mail address or person as the relevant party may notify to the party); and

18.1.3 shall be:

18.1.3.1 delivered personally; or

18.1.3.2 delivered by commercial courier; or

18.1.3.3 sent by fax or e-mail; or

18.1.3.4 sent by pre-paid first-class post or recorded delivery; or

18.1.3.5 (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

18.2 A notice is deemed to have been received:

18.2.1 if delivered personally, at the time of delivery; or

18.2.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or

18.2.3 if sent by fax or e-mail, at the time of transmission; or

18.2.4 if sent by pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or

18.2.5 if sent by registered airmail, five days from the date of posting; or

18.2.6 if deemed receipt under the previous paragraphs of this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day), when business next starts in the place of receipt.

18.3 To prove service, it is sufficient to prove that the notice was transmitted by fax or e-mail to the fax number or e-mail address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

19. **AGREEMENT SURVIVES COMPLETION**

This agreement (other than obligations that have already been fully performed) remains in full force after Completion.

20. **THIRD PARTY RIGHTS**

This agreement and the documents referred to in it are made for the benefit of the parties to them and their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

21. **SUCCESSORS**

The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective successors and assigns.

22. **COUNTERPARTS**

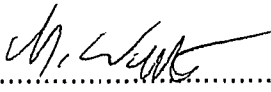
This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

23. **GOVERNING LAW AND JURISDICTION**


23.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Signed by
for and on behalf of the Seller


.....
Brent A. Walters, Director

Signed by
for and on behalf of the Buyer


.....
Helen W. Cornell, Director