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
IIFLSmidth Inc.	FORMERLY FLSmidth Minerals Inc.	05/09/2011	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:	3446207	XCELL

CORRESPONDENCE DATA

(610)264-6761 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6102315644

Email: aaron.pile@flsmidth.com

Aaron M. Pile Correspondent Name: Address Line 1: 2040 Avenue C

Bethlehem, PENNSYLVANIA 18017 Address Line 4:

DOMESTIC REPRESENTATIVE

Name: Aaron M. Pile Address Line 1: 2040 Avenue C

Address Line 4: Bethlehem, PENNSYLVANIA 18017

NAME OF SUBMITTER: Aaron M. Pile

REEL: 004537 FRAME: 0301

TRADEMARK 900191347

Signature:	/Aaron M. Pile#56828/
Date:	05/09/2011
Total Attachments: 2 source=Assignment (XCELL - 3446207)#page1.tif source=Assignment (XCELL - 3446207)#page2.tif	

TRADEMARK
REEL: 004537 FRAME: 0302

ASSIGNMENT OF TRADEMARK RIGHTS

In consideration of the payment of One (\$1.00) Dollar and other good and valuable consideration paid to **FLSmidth Inc**, successor by merger to, **FLSmidth Minerals Inc**. located at 2040 Avenue C, Bethlehem, PA 18017, U.S.A. (hereinafter "Assignor") by **FLSmidth A/S**, a Danish corporation, having its principal place of business at Vigerslev Allé 77, DK-2500 Valby, Denmark, (hereinafter "Assignee") the receipt whereof is hereby acknowledged, Assignor does hereby assign, sell, and transfer unto the said Assignee, its successors and assigns, the entire right, title, and interest for the United States and in all countries foreign thereto and all divisions, reissues, reexaminations, continuations, and extensions thereof, in and to any and all improvements which are disclosed in the following Trademark:

<u>Trademark Name</u>	Registration Number	Registration Date	
XCELL	3446207	June 10 2008	

(the "Trademark"), including all Trademarks disclosed therein, and any legal equivalent in a foreign country, including the right to claim priority. Assignor covenants that they are the lawful owner of the Trademark mentioned above, that the same is unencumbered, that no license has been granted to make, use, or sell the said invention, and that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and that Assignor has the right to make this assignment. Assignor covenants that they will provide Assignee with all relevant documents relating to said Trademark and said Trademark and legal equivalents as may be known and accessible to Assignor and agrees that they will communicate to said Assignee or its representatives any facts known to them respecting said Trademark and will, upon request, testify in any interference proceedings, sign all lawful papers relating to the Trademark and any foreign equivalents, execute all divisional, continuing,

TRADEMARK
REEL: 004537 FRAME: 0303

reexamination or reissue applications, make all rightful oaths or affidavits, and generally do everything which in the opinion of said Assignee or its attorneys be reasonably required to aid said Assignee to obtain full protection for said Trademark.

FLSMIDTH INC.

Successor by merger to

FLSMIDTH MINERALS INC.

TRADEMARK REEL: 004537 FRAME: 0304

RECORDED: 05/09/2011