

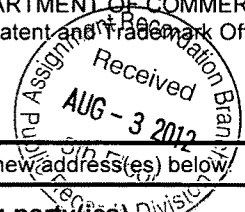
08/06/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2011)



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

RE 103647701
TRADEMARKS ONLY



8-15-12

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):

GL+V International Inc.
Thomas Daniel Building Suite 1
Hincks Street, Bridgetown, Barbados

- Individual(s)
- Partnership
- Corporation- State: Barbados
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) Dec. 31, 2000

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GL&V Management Hungary Kft.

Street Address: Hermina Towers Hermina ut. 17 IV Floor

City: Budapest

State: _____

Country: Hungary Zip: H-1146

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Hungary
- 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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
0768418, 1291871, 0765030, 0800667, 1275839, 1275840, 0780952

Additional sheet(s) attached? Yes No

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

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

Name: Loretta Bogaard

Internal Address: Legal Department

Street Address: 4255 Lake Park Blvd., Suite 100

City: Salt Lake City

State: Utah Zip: 84120

Phone Number: 801-931-3151

Docket Number: n/a

Email Address: loretta.bogaard@glv.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$280.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

08/06/2012 NTOM11 60000010 0768418
 40.00 OP
 Deposit Account Number _____ 150.00 OP
 Authorized User Name _____

9. Signature:

Loretta Bogaard

July 30, 2012

Date

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

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

TRADEMARK
REEL: 004837 FRAME: 0116

ASSET PURCHASE AGREEMENT made as of the 31st day of December, 2000

BETWEEN:

GL&V INTERNATIONAL INC., a corporation
established under the laws of Barbados;

(the "Vendor")

-and-

GL&V MANAGEMENT HUNGARY Kft, a
corporation established under the laws of Hungary;

(the "Purchaser")

WHEREAS the Vendor is the owner of part of the intellectual property rights related to the business and activities of Groupe Laperrière & Verreault Inc. ("GL&V") and its affiliates around the world;

WHEREAS the Vendor desires to sell to the Purchaser and the Purchaser desires to purchase from the Vendor the whole of these intellectual property rights which are described in Schedule A hereof, for the territory comprising the whole world with the exclusion of the European continent and of Canada, as concerns the portion of the Property described in paragraphs 1 and 3 of Schedule A hereof, and for the territory comprising the whole world as concerns the portion of the Property described in paragraphs 2, 4 and 5 of Schedule A hereof (collectively the "Property");

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

1. Purchase of the Property

1.1 Subject to the terms and conditions herein contained, the Vendor hereby sells, transfers and assigns to the Purchaser and the Purchaser hereby purchases from the Vendor all of the Vendor's right, title and interest in and to the Property.

2. Purchase price

2.1 The purchase price for the Property shall be TWENTY TWO MILLION SIX HUNDRED THOUSAND FOUR HUNDRED TWENTY FOUR Canadian dollars (CDN\$22,600,424) payable by the Purchaser to the Vendor by the issue of a demand note in the same amount

3. **Transfer of the Property**

- 3.1 As and from the date hereof, the Purchaser shall be deemed to be the owner of the Property and the Vendor covenants with the Purchaser that it shall from time to time and at all times hereafter at the request and at the cost of the Purchaser execute and deliver to the Purchaser all such documents and will do such other acts and things as may be necessary or desirable to vest the Property fully in the Purchaser.
- 3.2 The Vendor hereby declares that as to any of the Property the title to which may not have passed to the Purchaser by virtue of this Agreement or of any transfer or assignment which may be executed and delivered pursuant to the provisions hereof on the date hereof or from time to time thereafter, the Vendor will hold such Property in trust for the Purchaser to transfer and assign the same as the Purchaser may from time to time direct.
- 3.3 With effect from the date of this Agreement, the Vendor hereby constitutes and appoints the Purchaser, its successors and assigns, the true and lawful attorney of the Vendor for and in the name of or otherwise on behalf of the Vendor with full power of substitution to do and execute all deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Property to the Purchaser, its successors and assigns.

4. **Representations and warranties of the Vendor**

- 4.1 The Vendor represents and warrants to the Purchaser that:
- a) it is a company duly incorporated and organized under the laws of Barbados and it has the capacity to own its assets and to conduct its business as they are now being owned and conducted;
 - b) it has the capacity to sell the Property to the Purchaser and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions;
 - c) it has good and marketable title to the Property and the full legal right, power and authority to sell, assign and transfer the Property to the Purchaser free and clear of all liens, charges, encumbrances and adverse claims; and
 - d) this Agreement constitutes legal and valid obligations of the Vendor, enforceable against the latter in accordance with its terms.

5. **Representations and warranties of the Purchaser**

- 5.1 The Purchaser represents and warrants to the Vendor that:

- a) it is a company duly incorporated and organized under the laws of Hungary and it has the capacity to own its assets and to conduct its business as they are now being owned and conducted;
- b) it has the capacity to purchase the Property from the Vendor and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions; and
- c) this Agreement constitutes legal and valid obligations of the Purchaser, enforceable against the latter in accordance with its terms.

6. General provisions

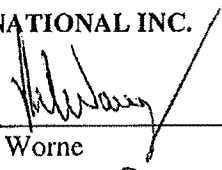
- 6.1 This Agreement shall be construed in accordance with the laws of Hungary.
- 6.2 This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

And the parties hereto have executed this agreement as hereinafter set forth.

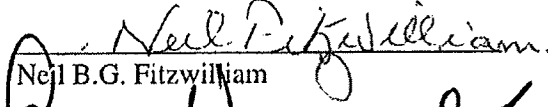
At St-Michael, Barbados:

GL&V INTERNATIONAL INC.

by:


Robert C. Worne

by:


Neil B.G. Fitzwilliam

by:

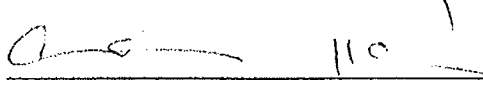

Laurent Verreault

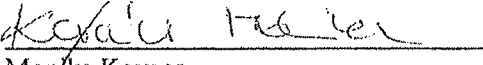
TRADEMARK


REEL: 004837 FRAME: 0119

At Budapest, Hungary:

GL&V MANAGEMENT HUNGARY Kft

by: 
Ildiko Lemperger

by: 
Monika Kovacs

by: 
Marc Barbeau

SCHEDULE A

INTELLECTUAL PROPERTY RIGHTS TRANSFERRED

1. Intellectual property rights acquired from the Alfa Laval group, September 5, 1998:

All domestic and foreign patents, patent applications, trademarks and trademark applications listed in Sub-schedule 1.1 hereto, copyrights, technologies, know-how, processes, inventions, recipes, industrial designs, formulas, drawings, specifications for products and services, material and equipment, process development, manufacturing information, quality control information, performance data, plant service information, research and development projects and results, trademarks, service marks, trade names, trade secrets, franchises, licenses, user rights and all other intellectual property pertaining to the business operated by Alfa Laval AB, Alfa Laval Celleco Inc., Tetra Laval Real Estate AB, Alfa Laval Celleco AB and Alfa Laval Celleco Production AB as at September 5, 1998, but excluding however, intellectual property rights related to centrifugal separators, decanters, thermal equipment and fluid handling equipment, but including all contracts related to intellectual property rights listed in Sub-schedule 1.2.

2. Intellectual property rights acquired from Krauss-Maffei AG, September 15, 1999:

Know-how and trade secrets relating to the following:

Sedimentation

Gravity sedimentation technologies and know-how for the various demands of the process industries, i.e.

- Concentrate, tailings in the mineral and mining industries such as alumina, iron, ore, copper, molybdenum ore, nickel, cobalt, potash, coal, zinc, gold and lead.
- Slimes of the phosphate and sand industries.
- Industrial waste treatment for pulp mills, cane sugar processing plants and iron/steel rolling mills.
- Biomass concentration from waste streams in different industrial plants.

Filtration

Filtration know-how for applications in the various process industries, including:

- Rotary drum filter: Concentrate, dyestuffs, protein, gluten, mud and sewage.
- Disc filter: Concentrate, fines and slimes in the minerals, chemical and fibers in the pulp & paper industries.
- Rigid belt horizontal filter: Phosphates, antibiotics, citric acid, gypsum.
- Horizontal filter: Hydrate, sand, potash, salt.
- Dewaxing filter for petrochemicals.
- "Kelly" pressure filter: Direct filtration of alumina red mud and clarification of sodium aluminate liquor.
- "Clarifil": pressure filter designed for recausticizing and polishing applications in the pulp & paper industry.

Other process and equipment know-how

Various liquid/solid separation technologies including know-how relating to process steps such as pumping, mixing, homogenizing and dispersing including:

- Pumps for pumping heavy slurries, for handling extremely corrosive and abrasive materials in the mining and pulp & paper industry, in the waste water industry, in food processing and in general manufacturing applications.
- Flotation equipment for more effective pulp recirculation, solids suspension and air dispersion, primarily to improve the quality and yield of sulfide and non-metallic minerals, iron ore and coal and also as air or gas dispersion units or in the de-inking of recycled pulp.
- Slaker and Recaucsticizer equipment for pulp mill chemical recovery (recausticizing) and areas such as for producing milk of lime to be used for neutralizing acid waster streams, in the gas desulfurization systems in the power industry and for preparation of flotation slurries in mineral processing.

3. **Intellectual property rights acquired from Beloit Corporation, February 25, 2000:**

All rights, title and interest formerly belonging to Beloit Corporation and its affiliates as at January 25, 2000 in those patents, patent registrations and patent rights, trademarks, trademark registrations and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names (including but not limited to the non-exclusive right to use the trade name "Beloit" and all related or derivative names, symbols and logos in the Business as well as those set forth on Sub-schedule 3 hereof, inventions, processes, formulae, copyrights, copyright registrations and copyright rights, trade dress, business and product names, logos, slogans, trade secrets,

industrial models, processes, drawings, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how, and all pending applications for, and registration of, patents, trademarks, service marks and copyrights in each case, formerly owned by Beloit Corporation or its affiliates and used in their business, as well as the "VG Winder" technology now owned by Beloit US and developed on its behalf by a subsidiary of Beloit US named Beloit GmbH Winder Products Center and all items described above that are owned by the subsidiary of Beloit US named Beloit Austria GmbH.

4. **Intellectual property rights acquired from Environmental Equipment & Systems, Inc. June 16, 2000:**

All domestic and foreign patents, copyrights, technologies, know-how, processes, inventions, recipes, industrial designs, formulas, drawings, specifications for products, services, material and equipment, process development information, manufacturing information, quality control information, performance data, plan service information, research and development projects and results, trademarks, service marks, trade names, trade secrets, franchises, licenses, user rights and all other intellectual property owned by Environmental Equipment & Systems, Inc., as at June 16, 2000 and use by the latter in its business as well as all worldwide registrations and applications for registration the aforesaid intellectual property, and including, without limitation, the trade name Environment Equipments & Systems Inc. ("EE&S").

5. **Intellectual property rights acquired from Addax Australia Pty Ltd., September 1, 2000:**

Know-how, trade secrets, technical processes, information relating to products, finances, contractual and arrangements with customers or suppliers and other information which by its nature, or by the circumstances of its disclosure to the holder of the same, is or could reasonably be expected to be regarded as confidential, as well as all right, title and interest of Addax Australia Pty Ltd. ("Addax") as at September 1, 2000 in all domestic and foreign trade names, copyright, designs, trademarks (registered or unregistered), service marks and patents and any pending applications for the foregoing and all licenses or rights related thereto together with manufacturing information and documentation quality control information, performance data, research and development projects and results, computer programs, trade secrets, know-how, process development, inventions, technologies, technical data, plans, manuals, recipes, drawings, specifications for product and services, formulas and procedures used in or in connection with the business, but excluding the business names owned or used by Addax in connection with its business as at that date.

Note: The Intellectual Property Rights sold to Alfa Laval Separation Inc. on December 17, 1999, have been extracted from the rights mentioned herein.

Sub-Schedule 1.1

Trademark Name	Country	Reg. No.	Status	GL&V Ref. No.	Current Owner
BARRACUDA®	US	768418	Registered	418-00401	GL&V Intl. Inc.
DD®	US	1291871	Registered	418-00405	GL&V Intl. Inc.
DISPERSALL®	US	765030	Registered	418-00407	GL&V Intl. Inc.
POLYDISK®	US	800667	Registered	418-00416	GL&V Intl. Inc.
PRESSMASTER II®	US	1275839	Registered	418-00419	GL&V Intl. Inc.
PRESSMASTER®	US	1275840	Registered	418-00418	GL&V Intl. Inc.
SHARK®	US	780952	Registered	418-00420	GL&V Intl. Inc.