

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
Altair Filter Technology Limited		12/16/2013	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BHA Altair, LLC
Street Address:	840 Crescent Centre Dr.
Internal Address:	Suite 600
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1358850	ALTAIR
Registration Number:	1287815	ALTAIR
Registration Number:	4343857	CLEARCURRENT
Registration Number:	2912787	SRS TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 3126165700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-616-5600
 Email: trademark@leydig.com
 Correspondent Name: Tamara A. Miller
 Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave
 Address Line 2: Suite 4900
 Address Line 4: Chicago, ILLINOIS 60601

CH \$115.00 1358850

ATTORNEY DOCKET NUMBER:	280156
NAME OF SUBMITTER:	Tamara A. Miller
Signature:	/Tamara A. Miller/
Date:	12/23/2013
Total Attachments: 5 source=Altair Worldwide#page1.tif source=Altair Worldwide#page2.tif source=Altair Worldwide#page3.tif source=Altair Worldwide#page4.tif source=Altair Worldwide#page5.tif	

WORLDWIDE TRADEMARK ASSIGNMENT
Altair Filter Technology Limited to BHA Altair, LLC

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of December 16, 2013 (the "Effective Date"), is from Altair Filter Technology Limited, a United Kingdom limited liability company having an address of Omega Park, Alton, Hampshire, United Kingdom GU34 2QE ("Assignor") to BHA Altair, LLC, a Delaware limited liability company with an address of 840 Crescent Centre Dr., Suite 600, Franklin, Tennessee 37067 United States ("Assignee").

RECITALS

A. Assignor has adopted, used, is using, and is the owner of the Assigned Trademarks (as defined below).

B. Pursuant to a Purchase Agreement dated as of November 5, 2013 (the "Purchase Agreement"), between General Electric Company and CLARCOR Inc., Assignee will acquire certain assets of Assignor, including the Assigned Trademarks.

C. Assignor desires to assign all of its right, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For good and valuable consideration, including that recited in the Purchase Agreement, and for U.S. \$1.00, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations and trademark applications and the trademarks listed in Appendix A attached hereto and made a part hereof.

2. Assignment of the Assigned Trademarks. Assignor hereby assigns and transfers to Assignee, and Assignee's successors and assigns, Assignor's entire right and title to and interest in the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and including all common law and other rights thereto.

3. Assignment of Enforcement Rights. Assignor hereby sells, assigns and transfers to Assignee any and all claims, demands, causes of action, and recoveries, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any past, present, or future infringement or other violations of any of the Assigned Trademarks, together with the right to bring suit for and/or initiate any proceedings to collect any and all damages arising from said claims or causes of action, and does hereby empower Assignee, and its successors and assigns, to sue for and collect the same, to its and their own and absolute use.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense, including the execution and delivery of any and all documents as may be reasonably

required to perfect the right, title, and interest of Assignee in and to the Assigned Trademarks and: (a) in the prosecution and maintenance of the Assigned Trademarks; (b) in the prosecution or defense of any opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned Trademarks; and (c) in the implementation or perfection of this Assignment, including the recordal thereof. However, any expense incurred to perfect and record right, title and interest in the name and/or address of the Assignor in any jurisdiction of any of the Assigned Trademarks will be at Assignor's expense with reimbursement to Assignee of reasonable expenses incurred by Assignee if right, title and interest in any Assigned Trademarks is not perfected and recorded in the name and/or address of the Assignor in any jurisdiction of any of the Assigned Trademarks prior to closing. Assignor will not execute any document or instrument in conflict with this Assignment.

5. General Provisions.

5.1 Merger and Integration. This Assignment, together with the Purchase Agreement, represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, other than as set forth in the Purchase Agreement and this Assignment, have been made by any party, or anyone acting on behalf of any party, which are not embodied here.

5.2 Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances, is held invalid, the remainder of this Assignment, or the applications of each provision, clause or part under other circumstances, shall not be affected thereby.

5.3 No Waiver. The failure of Assignor or Assignee to insist, in any one or more instances, upon performance of any of the terms or conditions of this Assignment, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

5.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

5.5 Counterparts; Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment shall be signed and each signature notarized, and the parties shall provide each other with originally signed and notarized copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction. The parties consent specifically to the personal and exclusive jurisdiction of the Court of Chancery of the State of Delaware and the appellate courts having jurisdiction of appeals in such courts for any action relating to this Assignment and irrevocably waive their right to contest venue in any such courts. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful party in any action seeking enforcement of this Assignment shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other party.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee and is effective as of the Effective Date first written above.

By ASSIGNOR:

ALTAIR FILTER TECHNOLOGY LIMITED

By: Christopher M. Barbuto

Name: Christopher M. Barbuto

Title: Authorized Signatory

Date: _____

State of New York)
: SS
County of New York)

This instrument was acknowledged before me on the 16 day of December, 2013,
by CHRISTOPHER M. BARBUTO of Altair Filter Technology Limited.

[Seal]

Paula R. Palma
Notary Public, State of New York
My commission Expires 3/26/14
No. 01PA6038804
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 20, 2014

By ASSIGNEE:

BHA ALTAIR, LLC

By: Richard M. Wolfson

Name: Richard M. Wolfson

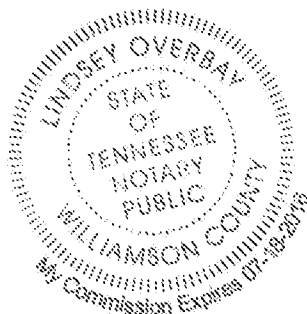
Title: Vice President, General Counsel and Secretary

Date: _____

State of Tennessee)
: SS
County of Williamson)



This instrument was acknowledged before me on the 16th day of December, 2013,
by Richard M. Wolfson of BHA Altair, LLC.

[Seal]



Lindsey Overbay
Notary Public, State of Tennessee
My commission Expires: 7/18/10

SCHEDULE A
Altair Filter Technology Limited

Country	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Australia	ALTAIR	Altair Filter Technology Limited	295710	6 Apr 1976	295710	6 Apr 1976
Australia	ALTAIR	Altair Filter Technology Limited	295711	6 Apr 1976	295711	6 Apr 1976
Australia	CLEARCURRENT	Altair Filter Technology Limited	1517727	3 Oct 2012	1517727	3 Oct 2012
Brazil	CLEARCURRENT	Altair Filter Technology Limited	840244495	23 Aug 2012	N/A	N/A
Canada	CLEARCURRENT	Altair Filter Technology Limited	1588378	1 Aug 2012	N/A	N/A
Canada	CLEARCURRENT PRO	Altair Filter Technology Limited	1604096	27 Nov 2012	N/A	N/A
China	CLEARCURRENT	Altair Filter Technology Limited	11572971	8 Oct 2012	N/A	N/A
China	CLEARCURRENT PRO	Altair Filter Technology Limited	11810646	28 Nov 2012	N/A	N/A
European Community	CLEARCURRENT	Altair Filter Technology Limited	011236692	3 Oct 2012	11236692	28 Feb 2013
Mexico	CLEARCURRENT	Altair Filter Technology Limited	1298191	7 Aug 2012	1340196	18 Dec 2012
Saudi Arabia	CLEARCURRENT	Altair Filter Technology Limited	185413	25 Aug 2012	N/A	N/A
United Arab Emirates	CLEARCURRENT	Altair Filter Technology Limited	177871	13 Aug 2012	N/A	N/A
United Arab Emirates	CLEARCURRENT PRO	Altair Filter Technology Limited	182985	5 Dec 2012	N/A	N/A
United Kingdom	ALTAIR	Altair Filter Technology Limited	903522	29 Dec 1966	903522	29 Dec 1966
United Kingdom	ALTAIR	Altair Filter Technology Limited	1081787	1 Aug 1977	1081787	1 Aug 1977
United Kingdom	SRS TECHNOLOGY	Altair Filter Technology Limited	2326258	13 Mar 2003	2326258	22 Aug 2003
United Kingdom	SRS TECHNOLOGY & Design 	Altair Filter Technology Limited	2326400	13 Mar 2003	2326400	13 Mar 2003
United States	ALTAIR	Altair Filter Technology Limited	73432813	1 Jul 1983	1358850	10 Sep 1985
United States	ALTAIR	Altair Filter Technology Limited	73432954	1 Jul 1983	1287815	31 Jul 1984
United States	CLEARCURRENT	Altair Filter Technology Limited	85587622	3 Apr 2012	4343857	28 May 2013
United States	SRS TECHNOLOGY & Design 	Altair Filter Technology Limited	78256972	2 Jun 2003	2912787	21 Dec 2004

TRADEMARK

RECORDED: 12/23/2013

REEL: 005181 FRAME: 0259