

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BHA Group, Inc.		12/16/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1316585	AC TENSIONING TOOL
Registration Number:	3873803	ASPIRE
Registration Number:	1456145	BLUE MAX CRF-70
Registration Number:	2554049	DRY SYSTEM TECHNOLOGY
Registration Number:	3293936	E
Registration Number:	3433222	E
Registration Number:	2457845	EVENT
Registration Number:	3522572	NANOPLEAT
Registration Number:	1554299	NEUTRALITE
Registration Number:	2430397	POWERWAVE
Registration Number:	3524819	POWERWAVE+
Registration Number:	3908915	PREVEIL
Registration Number:	2453602	PULSE-ON-DEMAND

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Registration Number:	2373340	PULSEPLEAT
Registration Number:	1346975	TENSIONOR
Registration Number:	2437355	THERMOPLEAT
Registration Number:	1971367	TRI-LOFT
Registration Number:	1047428	VISOLITE

**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

ATTORNEY DOCKET NUMBER:	280176
NAME OF SUBMITTER:	Tamara A. Miller
Signature:	/Tamara A. Miller/
Date:	12/26/2013

Total Attachments: 6  
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**WORLDWIDE TRADEMARK ASSIGNMENT**  
**BHA Group, Inc. to BHA Altair, LLC**

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of December 16, 2013 (the "Effective Date"), is from BHA Group, Inc., a Delaware corporation having an address of 8800 East 63rd Street, Kansas City, Missouri 64133, United States ("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:

BHA GROUP, INC.

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 BHA Group, Inc.

[Seal]

Paula R. Palma  
Notary Public, State of New York

My Commission Expires: 3/20/14  
Notary Public, State of New York  
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

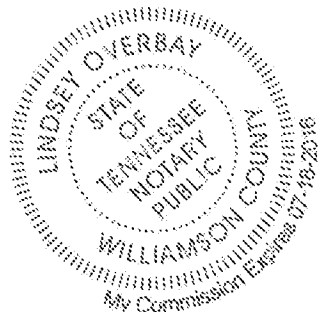
Title: Vice President, General Counsel and Secretary

Date: \_\_\_\_\_

State of Tennessee )  
  : SS  
County of Williamson )



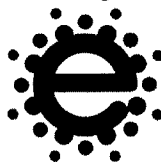
This instrument was acknowledged before me on the 16th day of December, 2013,  
by Richard M. Wolfson, \_\_\_\_\_ of BHA Altair, LLC.

[Seal]

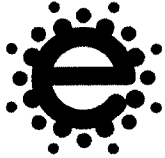


Lindsey Overbay  
Notary Public, State of Tennessee  
My commission Expires: 7/18/16

**SCHEDULE A**  
**BHA Group, Inc.**

Country	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Australia	EVENT	BHA Group, Inc.	851446	25 Sep 2000	851446	25 Sep 2000
Brazil	NANOPLEAT	BHA Group, Inc.	828616604	9 Aug 2006	828616604	29 Dec 2009
Brazil	VISOLITE	BHA Group, Inc.	840486650	16 Apr 2013	N/A	N/A
Canada	E & Design 	BHA Group, Inc.	1324364	16 Nov 2006	TMA724513	25 Sep 2008
Canada	EVENT	BHA Group, Inc.	1077967	10 Oct 2000	TMA575346	11 Feb 2003
Canada	NANOPLEAT	BHA Group, Inc.	1310757	27 Jul 2006	TMA737011	26 Mar 2009
China	BHA in Chinese Characters (毕威)	BHA Group, Inc.	12270198	15 Mar 2013	N/A	N/A
China	BHA in Chinese Characters (毕威)	BHA Group, Inc.	12270199	15 Mar 2013	N/A	N/A
China	EVENT	BHA Group, Inc.	2001030212	5 Mar 2001	1766337	14 May 2002
China	EVENT	BHA Group, Inc.	2001030213	5 Mar 2001	1766507	14 May 2002
European Community	EVENT	BHA Group, Inc.	001734953	3 Jul 2000	1734953	22 Jan 2003
India	NANOPLEAT	BHA Group, Inc.	1474307	28 July 2006	1474307	28 Jul 2006
Japan	EVENT	BHA Group, Inc.	877181999	28 Sep 1999	4447617	19 Jan 2001
Korea (Republic of)	EVENT	BHA Group, Inc.	20000055187	28 Nov 2000	519318	3 May 2002
Mexico	NANOPLEAT	BHA Group, Inc.	797060	28 Jul 2006	977183	16 Mar 2007
Mexico	VISOLITE	BHA Group, Inc.	1361899	3 Apr 2013	N/A	N/A
New Zealand	NANOPLEAT	BHA Group, Inc.	752198	28 Jul 2006	752198	1 Feb 2007
Taiwan	EVENT	BHA Group, Inc.	89066166	15 Nov 2000	1008038	16 Jul 2002
United States	AC TENSIONING TOOL	BHA Group, Inc.	73432626	30 Jun 1983	1316585	29 Jan 1985
United States	ASPIRE	BHA Group, Inc.	77402651	21 Feb 2008	3873803	9 Nov 2010
United States	BLUE MAX CRF-70	BHA Group, Inc.	73611585	28 Jul 1986	1456145	8 Sep 1987
United States	DRY SYSTEM TECHNOLOGY	BHA Group, Inc.	76108425	14 Aug 2000	2554049	26 Mar 2002
United States	E & Design 	BHA Group, Inc.	78887543	19 May 2006	3293936	18 Sep 2007
United States	E & Design 	BHA Group, Inc.	78887548	19 May 2006	3433222	20 May 2008

**SCHEDULE A  
BHA Group, Inc.**

Country	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
United States	EVENT	BHA Group, Inc.	75549688	8 Sep 1998	2457845	5 Jun 2001
United States	NANOPLEAT	BHA Group, Inc.	78811339	9 Feb 2006	3522572	21 Oct 2008
United States	NEUTRALITE	BHA Group, Inc.	73677262	6 Aug 1987	1554299	5 Sep 1989
United States	POWERWAVE	BHA Group, Inc.	75659469	12 Mar 1999	2430397	20 Feb 2001
United States	POWERWAVE+	BHA Group, Inc.	77099310	5 Feb 2007	3524819	28 Oct 2008
United States	PREVEIL	BHA Group, Inc.	77830984	21 Sep 2009	3908915	18 Jan 2011
United States	PULSE-ON-DEMAND	BHA Group, Inc.	75541480	24 Aug 1998	2453602	22 May 2001
United States	PULSEPLEAT	BHA Group, Inc.	75370458	8 Oct 1987	2373340	1 Aug 2000
United States	SIMPLEAT	BHA Group, Inc.	Common Law Mark			
United States	TENSIONOR	BHA Group, Inc.	73432625	30 Jun 1983	1346975	2 Jul 1985
United States	THERMOPLEAT	BHA Group, Inc.	75370449	8 Oct 1997	2437355	20 Mar 2001
United States	TRI-LOFT	BHA Group, Inc.	74677113	19 May 1995	1971367	30 Apr 1996
United States	VISOLITE	BHA Group, Inc.	73056253	26 Jun 1975	1047428	7 Sep 1976
WIPO (Australia, China, European Community, Japan, Republic of Korea, and Russia)	E & Design 	BHA Group, Inc.	907261	16 Nov 2006	907261	16 Nov 2006
WIPO (Australia, China, European Community, Russia)	NANOPLEAT	BHA Group, Inc.	903672	27 Jul 2006	903672	27 Jul 2006