

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BHA Group, Inc.		12/16/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BHA Altair, LLC		
<b>Street Address:</b>	840 Crescent Centre Drive		
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1896288	BHA-TEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126165700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-616-5600		
<b>Email:</b>	trademark@leydig.com		
<b>Correspondent Name:</b>	Tamara A. Miller		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson Ave		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-6731		
<b>ATTORNEY DOCKET NUMBER:</b>	280176		
<b>NAME OF SUBMITTER:</b>	Tamara A. Miller		
<b>SIGNATURE:</b>	/Tamara A. Miller/		
<b>DATE SIGNED:</b>	08/27/2014		
<b>Total Attachments: 5</b>			
source=BHA Group, Inc. to BHA Altair, LLC#page1.tif			
source=BHA Group, Inc. to BHA Altair, LLC#page2.tif			
source=BHA Group, Inc. to BHA Altair, LLC#page3.tif			
source=BHA Group, Inc. to BHA Altair, LLC#page4.tif			
<b>TRADEMARK</b>			

CH \$40.00 1896288



**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 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 was to acquire certain assets of Assignor, including the Assigned Trademarks in all jurisdictions where such trademarks exist.
- 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 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 the portion of the business to which the Assigned Trademarks relate, 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 affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documentation as may be reasonably required: (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 or any domain names containing the Assigned Trademarks or variations thereof; and (c) in the implementation or perfection of this Assignment, including the recordal thereof with the U.S. Patent and Trademark Office and the Trademark authorities of foreign countries. Assignor agrees that it shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Trademarks. Assignor hereby grants to Assignee and to Assignee's chosen counsel the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office or of the Trademark authority of any foreign country for the recordation or filing of this Assignment, and to execute any documents on Assignor's behalf required to memorialize the assignment set forth herein or to pursue or perfect or record the assignment of any of the Assigned Trademarks assigned hereunder.

5. Representations and Warranties. Assignor hereby represents and warrants that (a) Assignor will not execute any document or instrument in conflict with this Assignment; and (b) Assignor has the right to execute and enter into this Assignment and to perform the obligations hereunder.

6. General Provisions.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.8 Governing Law. This Assignment shall be governed by and construed in accordance with the Trademark laws of the United States of America and with the internal laws of the State of Delaware.

*[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: [Signature]

Name: Munib Khan

Title: Vice President

Date: 11<sup>th</sup> July 2014

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF SCHENECTADY )

On this 11<sup>th</sup> day of July, 2014 before me appeared Munib Khan, to me personally known and known to me to be the same person described in and who executed this Worldwide Trademark Assignment, and he acknowledged to me that he is a Vice President of BHA Group, Inc. and that, in that capacity, he was authorized to, and did, execute the Worldwide Trademark Assignment.

By: [Signature]

VANITA R. DOWNEY  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01DO6027261  
Commission Expires June 28, 2015  
Certificate Filed in Schenectady County

Accepted by ASSIGNEE:

BHA ALTAIR, LLC

By: [Signature]

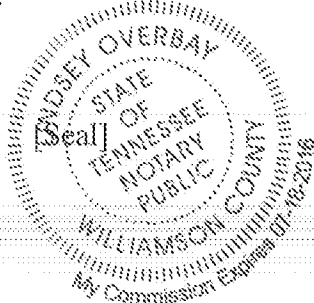
Name: Richard M. Wolfson

Title: Vice President, General Counsel and Secretary

Date: August 5, 2014

State of Tennessee )  
 ) SS  
County of Williamson )

This instrument was acknowledged before me on the 5<sup>th</sup> day of August, 2014, by Richard M. Wolfson, VP, Gen. Counsel & Secretary of BHA Altair, LLC.



[Signature]  
Notary Public, State of Tennessee  
My commission Expires: 7/19/16

APPENDIX A  
Assigned Trademarks

Country	Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
U.S.	BHA-TEX	BHA Group, Inc.	74511299	4/11/94	1896288	5/30/95
China	BHA	BHA Group, Inc.	782072	3/23/94	782072	10/14/95
India	BHA	BHA Group, Inc.	612835	11/26/93	612835	1/15/03
India	BHA	BHA Group, Inc.	612839	11/26/93	612839	9/28/01
Korea	BHA	BHA Group, Inc.	40-1993- 0042636	11/27/93	4003105840000	3/27/95
Korea	BHA	BHA Group, Inc.	40-1993- 0042637	11/27/1993	4003233550000	10/5/95
Taiwan	BHA	BHA Group, Inc.	082060988	12/13/93	00672960	3/1/95
Taiwan	BHA	BHA Group, Inc.	082060987	12/13/93	00675034	3/16/95
Taiwan	BHA	BHA Group Holdings, Inc.	082060986	12/13/93	00658080	10/16/94
Taiwan	BHA	BHA Group Holdings, Inc.	082060989	12/13/93	00646282	6/16/94