

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATMI Packaging, Inc., Advanced Tehcnology Materials, Inc.		02/20/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Pall Technology UK Limited		
Street Address:	5 Harbournate Business Park		
Internal Address:	Southampton Road, Portsmouth		
City:	Hampshire		
State/Country:	UNITED KINGDOM		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3573131	LEVMIXER	
Registration Number:	4039212	INTEGRITY	
Registration Number:	4491378	PADREACTOR	
Registration Number:	4491379	PADMIXER	
Registration Number:	4347517	XPANSION	
CORRESPONDENCE DATA			
Fax Number:	5168019781		
<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>			
Phone:	516.484.5400		
Email:	PallIPMail@Pall.com		
Correspondent Name:	Pall Corporation		
Address Line 1:	25 Harbor Park Drive		
Address Line 2:	Legal		
Address Line 4:	Port Washington, NEW YORK 11050		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Forzano		
Address Line 1:	25 Harbor Park Drive		

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Address Line 2:	Legal
Address Line 4:	Port Washington, NEW YORK 11050
NAME OF SUBMITTER:	Michael J. Forzano
SIGNATURE:	/mjf/
DATE SIGNED:	02/10/2015
Total Attachments: 6 source=20150210105944#page1.tif source=20150210105944#page2.tif source=20150210105944#page3.tif source=20150210105944#page4.tif source=20150210105944#page5.tif source=20150210105944#page6.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of February 20, 2014, is made among ATMI Packaging, Inc., a Minnesota company ("ATMI Packaging"), Advanced Technology Materials, Inc., a Delaware company ("ATMI Opco" and together with ATMI Packaging, the "Assignor"), and Pall Technology UK Limited, a private limited company registered in England and Wales (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee, as well as certain other parties, entered into that certain Share and Asset Purchase Agreement, dated as of December 22, 2013 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Transferred Assets from Assignor, including all right, title and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, free and clear of all Liens other than Permitted Exceptions, all of Assignor's right, title and interest in, to and under the Trademarks, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademarks and/or (B) vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) If after the Closing Assignee has used reasonable efforts, including requesting signatures in a written notice to Assignor delivered in accordance with Section 10.03 of the Purchase Agreement, to secure Assignor's signature to any document it is entitled to under Section 2 hereof and Assignor has not provided such signatures, Assignor hereby irrevocably

designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts in order to vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.


5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. General. From and after the Closing, in the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ATMI PACKAGING, INC.

By: 
Name: Patrick J. Shim
Title: Senior Vice President, Chief Legal Officer
and Secretary

ADVANCED TECHNOLOGY MATERIALS, INC.

By: 
Name: Douglas A. Neugold
Title: President and Chief Executive Officer

PALL TECHNOLOGY UK LIMITED

By: _____
Name:
Title:

Signature Page to Assignment of Trademarks

TRADEMARK
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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.


ATMI PACKAGING, INC.

By: _____
Name:
Title:

ADVANCED TECHNOLOGY MATERIALS, INC.

By: _____
Name:
Title:

PALL TECHNOLOGY UK LIMITED

By:  _____
Name: Royk Bohria
Title: Sr. VP, General Counsel & Corp. Secy.

SCHEDULE A

TRADEMARKS

	Reference	Trademark	Country	Appl. No.	Reg. No.
1.	TM-539 AU	NEWMIX	Australia	904664	1151010
2.	TM-539 EM	NEWMIX	European Trademark-CTM	0904664	904664
3.	TM-539 JP	NEWMIX	Japan	904664	904664
4.	TM-539 MP CN	NEWMIX	China	904664	904664
5.	TM-539 WO	NEWMIX	International Trademark-Madrid	904664	904664
6.	TM-541 CN	NEWSAFE	China	5694970	5694970
7.	TM-541 US	NEWSAFE	United States of America	78/878,487	3,497,209
8.	TM-544 CN	NEWFORM	China	5694969	5694969
9.	TM-554 CN	CLEANSTEAM	China	5694968	5694968
10.	TM-554 IN	CLEANSTEAM	India	1479189	1479189
11.	TM-573 EM	NUCLEO	European Trademark-CTM	0979038	0979038
12.	TM-573 JP	NUCLEO	Japan	979038	979038
13.	TM-573 US	NUCLEO	United States of America	77/334,540	4,023,027
14.	TM-573 WO	NUCLEO	International Trademark-Madrid	979038	979038
15.	TM-578 US	LEVMIKER	United States of America	77/107,950	3,573,131
16.	TM-578 US 2	LEVMIKER	United States of America	77/846,315	4,074,575
17.	TM-578 WO	LEVMIKER	International Trademark-Madrid	A0017462	1033213
18.	TM-579 US	WANDMIKER	United States of America	77/107,951	3,503,229
19.	TM-579 US 2	WANDMIKER	United States of America	85/955,476	
20.	TM-580 CN	INTEGRITY	China	A0021158	1,062,726
21.	TM-580 EP	INTEGRITY	European Trademark-CTM	A0021158	1,062,726
22.	TM-580 IN	INTEGRITY	India	2057833	
23.	TM-580 JP	INTEGRITY	Japan	A0021158	1062726
24.	TM-580 US	INTEGRITY	United States of America	77/952,070	4,039,212
25.	TM-580 WO	INTEGRITY	International Trademark-Madrid	A0021158	1,062,726
26.	TM-585 CN	PADREACTOR	China	A0022194	1059402
27.	TM-585 DE	PADREACTOR	Germany	A0022194	1059402
28.	TM-585 FR	PADREACTOR	France	A0022194	1059402
29.	TM-585 IL	PADREACTOR	Israel	A0022194	1059402
30.	TM-585 IT	PADREACTOR	Italy	A0022194	1059402
31.	TM-585 JP	PADREACTOR	Japan	A0022194	1059402
32.	TM-585 KR	PADREACTOR	Korea (South)	A0022194	1059402
33.	TM-585 SG	PADREACTOR	Singapore	A0022194	1059402
34.	TM-585 US	PADREACTOR	United States of America	85/041,455	4491378
35.	TM-585 WO	PADREACTOR	International Trademark-Madrid	A0022194	1059402
36.	TM-587 CN	PADMIXER	China	A0022196	1060057
37.	TM-587 DE	PADMIXER	Germany	A0022196	1060057
38.	TM-587 FR	PADMIXER	France	A0022196	1060057

Schedule A to Assignment of Trademarks

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	Reference	Trademark	Country	Appl. No.	Reg. No.
39.	TM-587 IL	PADMIXER	Israel	A0022196	1060057
40.	TM-587 IT	PADMIXER	Italy	A0022196	1060057
41.	TM-587 JP	PADMIXER	Japan	A0022196	1060057
42.	TM-587 KR	PADMIXER	Korea (South)	A0022196	1060057
43.	TM-587 SG	PADMIXER	Singapore	A0022196	1060057
44.	TM-587 US	PADMIXER	United States of America	85/041,476	4491379 ✓
45.	TM-587 WO	PADMIXER	International Trademark-Madrid	A0022196	1060057
46.	TM-592 CN	HIT	China	A0028400	1125713
47.	TM-592 DE	HIT	Germany	A0028400	1125713
48.	TM-592 FR	HIT	France	A0028400	1125713
49.	TM-592 IL	HIT	Israel	A0028400	1125713
50.	TM-592 IN	HIT	India	2283321	
51.	TM-592 IT	HIT	Italy	A0028400	1125713
52.	TM-592 JP	HIT	Japan	A0028400	
53.	TM-592 US	HIT	United States of America	85/398,999	
54.	TM-592 WO	HIT	International Trademark-Madrid	A0028400	1125713
55.	TM-594 EP	XPANSION	European Trademark-CTM	A0030069	1124031
56.	TM-594 US	XPANSION	United States of America	85/483,634	4,347,517 ✓
57.	TM-594 WO	XPANSION	International Trademark-Madrid	A0030069	1124031

Schedule A to Assignment of Trademarks

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RECORDED: 02/10/2015

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