

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347841

<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>
Dresser, Inc.		06/30/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Howden Roots LLC		
<b>Street Address:</b>	1209 ORANGE STREET		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3091539	EASYAIR	
<b>Registration Number:</b>	3340878	INTELLIVIEW	
<b>Registration Number:</b>	0710549	ROOTS	
<b>Registration Number:</b>	2717864	ROOTS-FLO	
<b>Registration Number:</b>	2903308	ROOTS-FLO	
<b>Registration Number:</b>	2448235	TRI-NADO	
<b>Registration Number:</b>	0954993	WHISPAIR	
<b>Registration Number:</b>	1418160	UNIVERSAL RAI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9199992789		
<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>	919-636-4767		
<b>Email:</b>	bjackson@kdbfirm.com		
<b>Correspondent Name:</b>	Jeffrey M. Chamberlain		
<b>Address Line 1:</b>	3120 PRinceton Pike, Suite 303		
<b>Address Line 2:</b>	KACVINSKY DAISAK BLUNI PLLC		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>ATTORNEY DOCKET NUMBER:</b>	1800CH3506		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. chamberlain		

OP \$215.00 3091539

<b>SIGNATURE:</b>	/Jeffrey M. Chamberlain 55044/
<b>DATE SIGNED:</b>	07/13/2015
<b>Total Attachments: 7</b> source=Patent and Trademark Assignment Executed w Trademark Schedule#page1.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page2.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page3.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page4.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page5.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page6.tif source=Patent and Trademark Assignment Executed w Trademark Schedule#page7.tif	

## **PATENT AND TRADEMARK ASSIGNMENT**

This Patent and Trademark Assignment (this "Assignment") is made and entered into this 30th day of June 2015 by and between Dresser, Inc. ("Assignor"), a subsidiary of General Electric Company, a New York corporation, and Howden Roots LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor owns the trademarks, trademark registrations, and trademark applications identified in Schedule A hereto (the "Marks"), and the patents, patent applications and invention disclosures identified in Schedule B hereto (the "Patents") (the Marks and the Patents, collectively, the "Intellectual Property Assets");

WHEREAS Assignor has established goodwill in the Marks; and

WHEREAS Assignee is desirous of acquiring all right, title, and interest in and to the Intellectual Property Assets, together with the goodwill of the business in connection with which the Marks are used.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration associated with the Asset Purchase Agreement executed among General Electric Company and Colfax Corporation, of which Assignee is a subsidiary, on May 15, 2015 (the "Asset Purchase Agreement"), Assignor does hereby sell, convey, assign, transfer and deliver to the Assignee and its successors and assigns all of Assignor's right, title and interest in, to and under the Intellectual Property Assets as and to the extent provided in the Asset Purchase Agreement, including the goodwill of the business symbolized by the Marks

and all rights of action accrued under and by virtue thereof, including the right to sue and recover for past infringement.

Assignor agrees that it shall, without additional compensation, execute and deliver further instruments of conveyance, transfer and assignment as requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other actions as Assignee, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, and enforce the Intellectual Property Assets and all rights therein.

This Assignment is subject to the terms and conditions of the Asset Purchase Agreement, and to the extent that any provision of this Assignment conflicts or is inconsistent with any term or condition of the Asset Purchase Agreement, the Asset Purchase Agreement will control. This Assignment shall not be deemed to substitute, limit, enlarge or extinguish any obligations under the Asset Purchase Agreement of the parties thereto, all of which obligations shall survive the delivery of this Assignment in accordance with the terms of the Asset Purchase Agreement.

This Assignment shall in all respects be governed by the Laws of the State of New York, including all matters of construction, validity and performance. Any dispute arising out of or relating to this Assignment shall be resolved in accordance with Section 11.13 of the Asset Purchase Agreement.

This Assignment may be executed in one or more 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. Delivery of an executed counterpart of a signature page to this Assignment by

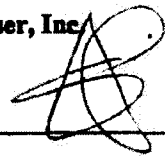
facsimile, e-mail transmission of .pdf signatures or other electronic copies shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly-authorized signatories.

Dresser, Inc.

Howden Roots LLC

By: 

By: \_\_\_\_\_

EDUARDO PAOLUCCI  
Name (print)

\_\_\_\_\_  
Name (print)

AUTHORIZED SIGNATORY  
Title

\_\_\_\_\_  
Title

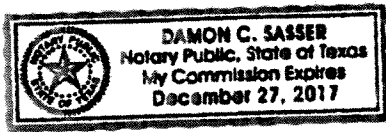
June 30, 2015  
Date

\_\_\_\_\_  
Date

Notarization:

Notarization:

Damon C. Sasser



[Assignment of Common Law Trademarks Signature Page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized signatories.

**Dresser, Inc.**

**Howden Roots LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name (print)

*Daniel A. Fryer*  
\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

*Vice President*  
\_\_\_\_\_  
Title

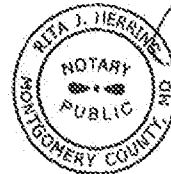
\_\_\_\_\_  
Date

*June 30, 2015*  
\_\_\_\_\_  
Date

Notarization:

Notarization:

*Sworn & Signed Before  
me this 30th June 2015*



*Alex J. Herring*  
\_\_\_\_\_  
NOTARY PUBLIC  
Montgomery County  
State of Maryland  
My Commission Expires  
September 19, 2015

[Patent and Trademark Assignment Signature Page]

**TRADEMARK**  
**REEL: 005575 FRAME: 0515**

## SCHEDULE A

### TRADEMARK ASSETS

#### Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Country or Region</u>
EASYAIR	745684	Chile
	4435699	Community Trade Mark
	3091539	United States
	673833	Canada
	P268593	Venezuela
	88357	Saudi Arabia
	1055145	Australia
	5010434	Japan
INTELLIVIEW	3340878	United States
ROOTS	830690	Japan
	827274602	Brazil
	2360352	Argentina
	40010240000	Vietnam
	66033	Peru
	710549	United States
	ROOTS (STYLISED) & DEVICE	1515985
ROOTS RC CONNERSVILLE SINCE 1854 (STYLISED) & DESIGN	103004	Canada
ROOTS- CONNERSVILLE (STYLISED)	111483	Canada
ROOTS-FLO	2717864	United States
	2903308	United States
	3427234	Community Trade Mark



TRI-NADO (STYLISED) & DESIGN	2448235	United States
TRI-NADO	2413032	United States
WHISPAIR	2079344 257819	Japan Australia
WHISPAIR (in Katakana)	2324343	Japan
WHISPAIR (STYLISED)	2324342 40010245000 954993	Japan Vietnam United States
WHISPAIR (STYLISED) & DEVICE	1515987	France
UNIVERSAL RAI	1418160	United States

**Pending Trademark Application Filings**

<u>Mark</u>	<u>Serial Number</u>	<u>Country or Region</u>
ROOTS	1702936 1734431	Australia based on AU 1024032 Canada based on CA 269963 New Zealand based on NZ 719536 Community Trade Mark based on CTM 4028775
ROOTS (STYLISED) & DESIGN	1734432	Canada based on CA 269964