

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDC Filter Manufacturing, Inc.		01/29/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BHA Altair, LLC		
Street Address:	840 Crescent Centre Drive		
Internal Address:	Suite 600		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2250278	PLEAT PLUS	
Registration Number:	1720100	PLEATKEEPER	
Registration Number:	3716735	TURBOWEB	
Registration Number:	4572720	WELDTECH	
Registration Number:	4743903	THE O KIT	
Registration Number:	4491684	INTEGRASEAL	
CORRESPONDENCE DATA			
Fax Number:	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>			
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 60601-6745		
ATTORNEY DOCKET NUMBER:	723177		
NAME OF SUBMITTER:	Tamara A. Miller		
SIGNATURE:	/Tamara A. Miller/		

CH \$165.00 2250278

DATE SIGNED:	02/03/2016
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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF Trademarks (the "Assignment") is made as of January 29, 2016 (the "Effective Date"), by and between TDC FILTER MANUFACTURING, INC. of 2 Territorial Ct., Bolingbrook, IL 60440, a Delaware corporation (the "Assignor") and BHA ALTAIR, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. Assignor is the owner of certain trademarks and/or trademark applications (referred to as the "Assigned Trademarks," defined below).

B. Pursuant to that certain Asset Purchase Agreement executed by Assignor and Assignee on January 31, 2016 selling, transferring, assigning and conveying certain assets of Assignor to Assignee, Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Assigned Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademarks and/or trademark applications listed in Appendix A attached hereto and made a part hereof, as well as any and all registered trademarks maturing therefrom whether such trademark matures from a convention or non-convention application, or any other substitution, renewal, or extension thereof, in any jurisdiction worldwide, together with the goodwill associated with any of the foregoing and including all common-law and other unregistered rights in said trademark.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Trademarks.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Trademarks that may have accrued prior to the Effective Date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, including any past damages incurred prior to this Assignment.

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): (i) in the prosecution and maintenance of the Assigned Trademarks; (ii) in the prosecution or defense of any interference, opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned Trademarks; and (iii) in the implementation or perfection of this Assignment of Trademarks.

5. General Provisions.

5.1 Merger and Integration. This Assignment, together with the Asset 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, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

5.2 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.

5.3 Counterparts; Facsimile 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 may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.4 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.


5.5 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.

5.6 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.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

**TDC FILTER MANUFACTURING,
INC.**, a Delaware corporation

By: 
Name: WILLIAM J. SCHMIDT
Title: VP + CEO

[Signature Page to Assignment of Trademarks]

ASSIGNEE:

BHA ALTAIR LLC, a Delaware limited
liability company

By: 

Name:

RICHARD WOUSSA

Title:

Vice President & COO

[Signature Page to Assignment of Trademarks]

TRADEMARK

REEL: 005723 FRAME: 0791

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

TITLE	COUNTRY	FILING DATE	APPLICATION SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
PLEAT PLUS	United States of America	Jun 9, 1997	75306249	2250278	Jun 1,1999
PLEATKEEPER	United States of America	Nov 27, 1991	74225686	1720100	Sep 29, 1992
EFC	United States of America	Aug 16, 1993	74424850	1835173	May 10, 1994
TURBOWEB	United States of America	Dec 18, 2008	77635836	3716735	Nov 24, 2009
WELDTECH	United States of America	Jun 23, 2011	85354522	4572720	Jul 22, 2014
THE O KIT	United States of America	Dec 19, 2011	85499037	4743903	May 26, 2015
WELDTECH	Canada	Dec 23, 2011	1557811	TMA886519	Sep 23, 2014
INTEGRASEAL	United States of America	Apr 2, 2012	85586810	4491684	Mar 4, 2014