

03/06/00

06-07-2000

FORM PTO 1594 (Rev. 6-93)

RECORDATION CC TRADEMARK

DEPARTMENT OF COMMERCE Patent and Trademark Office



OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks

101343896

Copy thereof.

1. Name of conveying party(ies): BTR Industrial Holdings Limited **200 MAR -8 PM 12: 27**

Individual(s)  **OPERA FINANCE** Association  
 General Partnership  Limited Partnership  
 Corporation-England and Wales  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Donaldson Company, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1400 West 94<sup>th</sup> Street  
 City: Bloomington State: Minnesota ZIP: 55431

Individual(s) \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-Delaware \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: 1/31/00

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
1,685,190 1,834,548  
1,114,049 1,134,067

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Joshua J. Burke  
 Internal Address: Dorsey & Whitney LLP  
 Street Address: 220 South Sixth Street  
 City: Minneapolis State: MN ZIP 55402

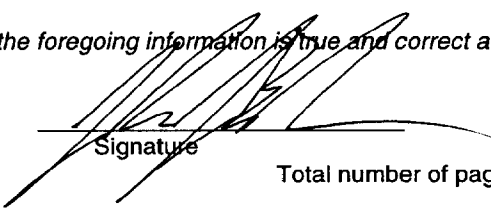
6. Total Number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41). . . . . \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 04-1420  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Joshua J. Burke  March 8, 2000  
 Name of person Signing Signature Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/11/2000 JSHABAZZ 00000198 1685190

FC:481  
FC:482

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231  
 40.00 OP  
 75.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

DATED 31<sup>ST</sup> JANUARY 2000

BTR INDUSTRIAL HOLDINGS LIMITED

and

DONALDSON COMPANY, INC.

---

TRADE MARK ASSIGNMENT

---

Slaughter and May,  
35 Basinghall Street,  
London EC2V 5DB.

Ref: CJH/ERLY

**TRADEMARK**  
**REEL: 002050 FRAME: 0006**

This Assignment is dated 31<sup>st</sup> January, 2000.

**BETWEEN:**

- (1) BTR INDUSTRIAL HOLDINGS LIMITED, a company registered in England and Wales (No. 731261) whose registered office is at Invensys House, Carlisle Place, London SW1P 1BX (the "Assignor");
- (2) DONALDSON COMPANY, INC., a corporation organised under the laws of the State of Delaware, the principal place of business of which is at 14 West 94 Street, Bloomington, MN 55431 USA (the "Assignee").

**WHEREAS**

- (A) In an agreement ("the Business and Share Sale and Purchase Agreement") between the Assignee and BTR Industries Limited, BTR France SAS, BTR Industries GmbH, BTR (European Holdings) BV, BTR Inc, Eurotherm International Holdings BV, BTR Industrial Holdings Limited, and BTR Environmental Pty Limited (the "Vendors") dated 11th December 1999, the Vendors agreed to transfer or procure the transfer of certain intellectual property rights to the Assignee. This Assignment is entered into pursuant to the Business and Share Purchase Agreement.
- (B) The Assignor is the proprietor and beneficial owner of certain intellectual property rights and on the request of the Vendors has agreed to transfer to the Assignee on the terms and conditions set out herein.

**1. ASSIGNMENT**

- 1.1 In consideration of GB£1.00, the receipt of which is hereby acknowledged, the Assignor hereby assigns, sells and transfers to the Assignee, to hold unto the Assignee, its successors and assigns absolutely for all time hereafter:
  - 1.1.1 all rights, title and interest of the Assignor in the registered trade marks and trade mark applications set out in the Schedule hereto ("the Registrations"), together with all goodwill of the business in which the trade marks which are the subject of the Registrations are used ("the Trade Marks") and all goodwill attaching to the Trade Marks;
  - 1.1.2 all right, title and interest of the Assignor in any of the trade marks listed in the Schedule registered anywhere in the world.
- 1.2 The assignment under Clause 1.1 above includes the right of the Assignee to bring any action and claim relief (and retain for the benefit of the Assignee any resulting financial awards) in respect of any infringement of the rights referred to in Clause 1.1 above ("the Rights") that may have occurred prior to the date of this Agreement.

**2. FURTHER ASSURANCE**

2.1 At the request and cost of the Assignee, the Assignor shall at all times after the date of this Assignment:

2.1.1 execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned or purported to be assigned to the Assignee by this Assignment free from all liens charges options and encumbrances or adverse interests of any kind and to enable the Assignee to obtain the full intended benefit of this Assignment;

2.1.2 execute any document that the Assignee may reasonably require to enable the Assignee to become registered as proprietor of the Rights (including execution of new assignments in the form required by each relevant trade mark registry); and

2.1.3 give to the Assignee the full benefit of the trade mark applications referred to in Clause 1.1 above.

**3. THE SCHEDULE**

The Schedule following the operative part of this Assignment shall be deemed to be incorporated in, and form part of, this Assignment.

**4. GOVERNING LAW AND JURISDICTION**

4.1 This Assignment shall be governed by English law.

4.2 The parties hereto irrevocably and unconditionally agree that the High Court of Justice in England shall have exclusive jurisdiction over all disputes or claims arising out of or in connection with this Assignment.

IN WITNESS of which the parties or their duly authorised representatives have executed this Assignment on the date written on page 1 of this Assignment.

# SCHEDULE

## The Registrations

TRADEMARKS	COUNTRY	CLASSES	APP NO.	REG NO.	STATUS
SINTAMATIC (Stylised)	US	11	74/053536	1685190	REG
DALAMATIC	US	11	170347	1114049	REG
SILOAIR	US	11	74/347668	1834548	REG
UNIMASTER	US	11	170485	1134067	REG

SIGNED BY *STEPHAN POWELL* )  
duly authorised by and on behalf of )  
BTR INDUSTRIAL HOLDINGS )  
LIMITED )

*Stephan Powell*

SIGNED BY )  
duly authorised by and on behalf of )  
DONALDSON COMPANY, INC. )

*Norman Lindell*  
*Vice President & Secretary*

# DORSEY & WHITNEY LLP

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DENVER  
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**burke.joshua@dorseyllaw.com**

BILLINGS  
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VANCOUVER

March 8, 2000

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**BY EXPRESS MAIL**  
**Express Mail No. EL386704197US**

Re: Recordal of Trademark Assignment Between BTR Industrial Holdings Limited  
and Donaldson Company, Inc.  
Our File: 0157

Dear Sir or Madam:

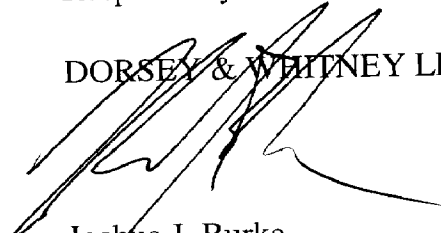
Enclosed herewith in connection with the recordal of the above Trademark Assignment are the following documents:

- Trademark Assignment regarding Registration Nos. 1,685,190; 1,114,049; 1,834,548; and 1,134,067;
- Recordation Form Cover Sheet; and
- Check in the amount of \$115.00 to cover the recording fee.

A return postcard is also enclosed on which the stamped date of receipt would be appreciated. Please charge any additional fees or credit any overpayment to our Deposit Account No. 04-1420.

Respectfully submitted,

DORSEY & WHITNEY LLP

  
Joshua J. Burke  
Attorney for Assignee

JJB/cmc:mac  
Enclosures

**TRADEMARK**  
**REEL: 002050 FRAME: 0011**



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JUNE 05, 2000

PTAS



\*101316889A\*

DORSEY & WHITNEY LLP  
JOSHUA J. BURKE  
220 SOUTH SIXTH STREET  
MINNEAPOLIS, MN 55402

*Record*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 101316889

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT, THE NATURE OF CONVEYANCE MUST BE PROVIDED.

SHIRLIE SIMON, EXAMINER  
ASSIGNMENT DIVISION  
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