

10-03-2001



101862703

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 09/14/01

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year  
08082001

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
08082001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/03/2001 JJALLAH2 00000005 024275 76214301 FOR OFFICE USE ONLY

01 FO:481 40.00 CH  
02 FO:482 25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Cynthia L. Stewart

September 14 2001

Name of Person Signing

Signature

Date Signed

## TRADEMARK AND PATENT ASSIGNMENT

THIS TRADEMARK AND PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 8th day of August, 2001 ("Effective Date") between Marsulex Environmental Technologies, LLC, a Delaware limited liability company, with its principal office located at 200 North Seventh Street, Lebanon, Pennsylvania 17046 ("Assignor") and Fisher-Klosterman, Inc., a Kentucky corporation, with its principal office located at 822 S. 15<sup>th</sup> Street, Louisville, Kentucky 40251 ("Assignee").

WHEREAS, Assignor represents that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patent applications and registrations identified and set forth on Schedule A (the "Patents");

WHEREAS, Assignor represents that it is the sole and exclusive owner of the interest in the trademarks ("Trademarks") and of the entire right, title and interest in, to and under the registrations and applications ("Registrations") of the Trademarks on the Principal Register of the United States Patent and Trademark Office as set forth on Schedule B.

WHEREAS it is a condition to the confirmation of the transactions contemplated by that certain Assets Purchase Agreement (the "Purchase Agreement"), dated August 8, 2001 by and between Assignee and Assignor, that Assignor assign to Assignee all right, title and interest in and to the Patents, Trademarks and Registrations; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all right, title and interest in and to the Patents, Trademarks and Registrations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, Trademarks and Registrations, for the United States and for all foreign countries, including the goodwill of the business symbolized by the

Trademarks, and with respect to the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and with respect to the Patents, including the subject matter of all that which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable arising on or after the Effective Date, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, Trademarks and Registrations, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and any and all other foreign registrars of the Patents or Trademarks) to record Assignee as owner of the Patents, Trademarks and Registrations, including any applications, continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon and Trademark registrations to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that it has all right, title and interest in and to the Patents set forth on Schedule A and the Trademarks and Registrations set forth on Schedule B, and that they are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith. Further, Assignor represents and warrants that the marks BUELL and BUELL and design have been in continuous use by Assignor or Assignor's predecessors in interest since 1988. Assignor represents and warrants that they have no reason to believe that the marks BUELL and BUELL and design have not been in continuous use by Assignor or Assignor's predecessors in interest since 1938. Further, to the best of Assignor's knowledge, the Patents that have issued are valid and enforceable.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's 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): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the Patent, Trademark and/or Registration rights assigned herein, including, but not limited to, testifying as to any facts relating to the Patent, Trademark and/or Registration rights assigned herein in this Assignment; (3) in obtaining any additional patent or trademark protection that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.


This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8<sup>th</sup> day of August, 2001.

MARSULEX ENVIRONMENTAL  
TECHNOLOGIES, LLC

FISHER-KLOSTERMAN, INC.

By: 

Name: Thomas J. Stern, Jr

Title: Controller

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8<sup>th</sup> day of August, 2001.

MARSULEX ENVIRONMENTAL  
TECHNOLOGIES, LLC

FISHER-KLOSTERMAN, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: GERALD J. PHAPPENS SR.

Title: CFO



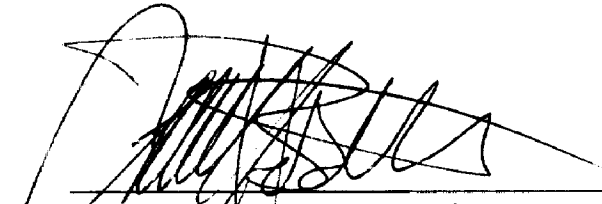
STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2001, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed.

\_\_\_\_\_  
Notary Public

STATE OF Kentucky )  
 ) ss:  
COUNTY OF Jefferson )

On this 8<sup>th</sup> day of August, 2001, there appeared before me Gerald J. Pappert, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Fisher-Klosterman, Inc.

\_\_\_\_\_  
  
Notary Public  
Expires: January 13, 2004

SCHEDULE B

FISHER-KLOSTERMAN, INC.  
 SCHEDULE OF FEDERAL/FOREIGN TRADEMARKS,  
 SERVICE MARKS AND PATENTS  
 ACQUIRED FROM MARSULEX ENVIRONMENTAL

FEDERAL AND FOREIGN TRADEMARKS

Owner of IP	Type of IP	Country/Date of Registration	Registration No.	Latest Renewal/Maintenance	Renewal/Maintenance Due
Marsulex Environmental Technologies, LLC	Trademark "BUELL"	U.S. Filed February 22, 2001	Serial No. 76/214,301		Status - pending Response due 12/25/01
Marsulex Environmental Technologies, LLC	Trademark "BUELL" and Design	U.S. Filed March 22, 2001	Serial No. 76/228,620		Status - pending Response due 12/20/01
Buell Canada, Ltd.	Trademark "BUELL"	CANADA February 17, 1967	TMA149,243	Last renewed February 17, 1997	Status - Registered Next Renewal due between 08/17/2011 and 02/10/2012

TRADEMARK

REEL: 002376 FRAME: 0963

RECORDED: 09/14/2001