

MD 4.2.99

04-13-1999

U.S. Department of Commerce
Patent and Trademark Office

REC



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101007819

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JASON NEVADA, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and Address of receiving party(ies)

BRADEN NEVADA, INC.
411 East Wisconsin Avenue
Suite 2500
Milwaukee, Wisconsin 53202

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 5, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,322,087 5,503,221

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Hayley M. Smith, Legal Assistant
Kirkland & Ellis
Citicorp Center
153 East 53rd Street
New York, New York 10022

(212) 446-4727

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41)..... \$ 80.00

☒ Enclosed
☒ Any deficiency is authorized to be charged to
Deposit Account No. 11-1098

8. ☐ Charge to Deposit Account No. 11-1098

(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.

Debra B. Arenare, Esq.
Name of Person Signing

Signature

March 16, 1999
Date

Total number of pages including cover sheet, attachments, and document: 6

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS-WASHINGTON D.C. 20231

PATENT
REEL: 9866 FRAME: 0608

SCHEDULE A

PATENTS	
Title	Patent No.
Radiation Resistant Door Seal	4,817,337
Exhaust Gas Interface	5,669,812
Exhaust Gas Interface	CA2184793
Exhaust Gas Interface	EP791726
Exhaust Silencer Panel for Gas Turbine	5,715,672
Discharge System for Combustion Gases	5,322,087
Channel Provided with Valve	EP273498
Channel Provided with Valve	NL8603075
Channel Provided with Valve	DE3764076
Discharge System for Combustion Gases	NL9101782
Discharge System for Combustion Gases	EP538918
Discharge System for Combustion Gases	CA2078159
Discharge System for Combustion Gases	DE69206383
Discharge System for Combustion Gases	ES2082352
Discharge System for Combustion Gases	5,503,221
Discharge System for Combustion Gases	AT130907
Discharge System for Combustion Gases	RU2094619
Discharge System for Combustion Gases (Sloped Valve)	NL9101570
Discharge System for Combustion Gases (Sloped Valve)	EP533282
Discharge System for Combustion Gases (Sloped Valve)	CA2078158
Discharge System for Combustion Gases (Sloped Valve)	ES2082351
Discharge System for Combustion Gases (Sloped Valve)	RU2067731

SCHEDULE B

TRADEMARKS			
Country	Mark	Reg. No.	Grant Date
United States	Excel	2,107,670	10/21/97
United States	PFS	Ser. App. No. 74/716,087	Filed: 08/07/95
United States	Braden	1,789,105	08/24/93
United States	Braden	1,785,232	08/03/93
United States	Braden	1,911,069	08/15/95
United States	Tricel	2,118,311	12/02/97
Belgium	Braden	531,486	02/18/93
Denmark	Braden	VR074451993	10/22/93
Egypt	Braden	85,902	04/02/97
Finland	Braden	135,462	12/20/94
France	Braden	93454672	02/10/93
Germany	Braden	2,051,884	12/13/93
Great Britain	Braden	A1,526,888	01/28/94
Indonesia	Braden	314,872	11/02/94
Japan	Braden	3,221,412	11/29/96
Norway	Braden	162,104	04/07/94
Singapore	Braden	972/93	09/04/92
Sweden	Braden	261,649	11/11/94
Taiwan	Braden	619,434	11/01/93
India	Braden	591,267	

ASSIGNMENT OF INTELLECTUAL PROPERTIES

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES, effective 11:57 p.m. eastern daylight savings time the 5th day of June, 1998, is between JASON NEVADA, INC., a Nevada corporation ("Assignor") and BRADEN NEVADA, INC., a Nevada corporation ("Assignee").

RECITALS

- A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.
- B. The Assignor desires to assign all its right, title and interest in these properties to the Assignee and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and Assignor agree as follows:

1. Assignment of Patents and Inventions. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to the patents, patent applications and patentable inventions listed in Schedule A attached hereto, and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions, reissues or reexaminations that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based.
2. Assignment of Trade Secrets. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to all trade secrets, unfiled patent or invention disclosures, confidential information and know-how solely related to the Business as defined in the Purchase Agreement of even date.
3. Assignment of Trademarks. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule B attached hereto, along with all renewals and

extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, and all of the goodwill associated with all such trademarks, as well as any other trademark rights solely related to the Business.

4. Assignment of Copyrights. The Assignor assigns, transfers and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to any copyrightable works, copyright registrations and applications for copyright registration related solely to the Business, including without limitation all of the exclusive rights listed in 17 U.S.C. § 106 and any copyright renewal and extension terms available for any such registrations in the United States and all foreign countries, and in and to any copyright registrations that may result from such applications.

5. Assignment of Accrued Enforcement Rights. The Assignor assigns and contributes to the Assignee any causes of action for infringement or unauthorized use of any of the intellectual properties specified in Paragraphs 1 through 4 above that may have accrued prior to the execution date of this Agreement.

6. Further Assurances. The 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 for patents or registration of the intellectual property assigned pursuant to this Assignment; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and (3) in the implementation or perfection of this Assignment.

[Signatures and notarizations on following page.]

IN WITNESS WHEREOF, we have hereunto set our hands and seal.

For ASSIGNOR, JASON NEVADA, INC.:

BY: Vincent L. Martin
Printed Name: VINCENT L. MARTIN
Title: VICE PRESIDENT

State of New York
: SS
New York County)

On this 5th day of June, 1998, before me appeared VINCENT L. MARTIN to me personally known, who, being by me duly sworn, did say that he is VP of JASON NEVADA, INC., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Beverly A. Webb
Notary Public, State of New York
My commission No. 24-4657475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 1998

For ASSIGNEE, BRADEN NEVADA, INC.:

BY: Vincent L. Martin
Printed Name: VINCENT L. MARTIN
Title: VICE PRESIDENT

State of New York
: SS
New York County)

On this 5th day of June, 1998, before me appeared VINCENT L. MARTIN to me personally known, who, being by me duly sworn, did say that he is VP of BRADEN NEVADA, INC., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Beverly A. Webb
Notary Public, State of New York
My commission No. 24-4657475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 1998

KIRKLAND & ELLIS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Citicorp Center
153 East 53rd Street
New York, New York 10022-4675

Suzanne Garnet
To Call Writer Direct:
212 446-4749

212 446-4800

Facsimile:
212 446-4900

April 1, 1999

Commissioner of Patents
and Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

Re: Recordation of Patent Assignment between
Jason Nevada, Inc. and Braden Nevada, Inc.
Our ref. 36807-1

Dear Sir/Madam:

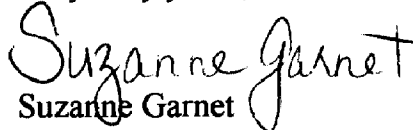
Enclosed for recordation is a Patent Assignment between the above-referenced entities with respect to the patents listed on the attached Recordation Cover Sheet.

We have enclosed a check in the amount of \$80.00 as payment of the required fee. Any additional fees should be charged to and/or any overpayments should be credited to Deposit Account 11-1098.

Kindly date stamp the enclosed self-addressed stamped postcard to confirm receipt of this package.

Please direct any communications in connection with this matter to the undersigned.

Very truly yours,


Suzanne Garnet

Case Assistant to Debra B. Arenare

Enclosures

cc: Debra B. Arenare, Esq. (w/out encl.)

\\SAWMILL\JASON\HSMITH\PATENTS\ASSIGNLT.PT4

Chicago

London

Los Angeles

New York

RECORDED: 04/02/1999

PATENT
REEL: 9866 FRAME: 0614