Docket No.: XA-6660 and XD-6074 10-28-1999 FORM PTO-1595 (Modified) U.S. DEPARTMENT OF COMMERCE (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp.4/94) 10.26.99 Copyright 1996-97 LegalStar P08A/REV02 Tab settings → → 101186641 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): Name and address of receiving party(ies): BS Miljoteknik A/S Name: I. Kruger WasteSystems A/S Aldersrovej 22 ☐ Ye Additional names(s) of conveying party(ies) Nature of conveyance: ☑ Assignment Merger City: 8200 Aarhus N ☐ Security Agreement Change of Name State/Prov.: Country: DENMARK ZIP: ☐ Other Execution Date: October 28, 1992 ☐ Yes Additional name(s) & address(es) ⊠ No 4. Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: Filing date Patent Application No. B. Patent No.(s) 4,981,090 D317,648 ☐ Yes 🛛 No Additional numbers 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Ronald E. Shapiro 7. Total fee (37 CFR 3.41):....\$ 80.00 Registration No. Enclosed - Any excess or insufficiency should be credited or debited to deposit account Address: 1828 L Street, N.W. ☐ Authorized to be charged to deposit account **Eleventh Floor** 8. Deposit account number: City: Washington, D.C. State/Prov.: 22-0585 ZIP: 20036-5109 Country: USA DO NOT USE THIS SPACE 10/28/1999 HTHAI1 00000036 4981090 80.00 OP 01 FC:581 ' 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. Ronald E. Shapiro October 26, 1999 Name of Person Signing Date Total number of pages including cover sheet, attachments, and

REEL: 010327 FRAME: 0391



# **ATTE**

NOTE TO U.S. PATENT AND TRADELLADY OFFICE After this document has been recorded, please return the same to:

Ronald E. Shapiro Vorys, Sater, Seymour and Pease 1828 L Street N.W. 11th Floor Washington, D.C. 20036-5104

The purpose of this document is to co

PS Mi reg no Aldersrovej 22 8200 Aarhus N

and

1. Krüger WasteSystems AS reg. no. A/S151177 Aldersrovej 22 8200 Aarhus N

on 28 October 1992, enclosed as Schedule 1. Also enclosed, as Schedule 2, is an authorized English translation of Schedule 1.

The Agreement was entered into on 1 May 1992 and concerns the transfer by the Vendor, BS Miljoteknik A/S, of the business run by the Vendor, its assets and liabilities, all immaterial rights, including US Design Patent No. D317,648 (Issue Date June 18, 1991) and US Patent No. 4,981,090 (Issue Date January 1, 1991), as well as the right in the name BS Miljoteknik A/S together with any alternative styles to the Purchaser (I. Krüger WasteSystems AS), who shall register them as alternative styles.

We hereby certify the correctness of the Agreement, the authenticity of the signatures, the correctness of the dates and the signatories' legal capacity.

Name: Georg Bang Jensen Name: Gunner Hansen

Occupation: Executive Vice-President Finance Occupation: Senior Vice-President

Address: Sophus Schandorphs Vej 26 Address: Rørsangervang 6

DK-2800 Lyngby DK-3450 Allerød

Signature: Si

The signatures of Georg Bang Jensen and Gunner Hansen are certified by the Notary Public on (date):

/ 1999

(Notarial attestation)

187601 06 0001.2101 60100-02765/99

23.06.99 RA 200.00 K I the undersigned Erik Schack, Notary Public of Copenhagen, Denmark hereby certify that Messrs.

### Georg Bang Jensen

and

### Gunner Hansen

both well known to me, have today personally before me signed this document.

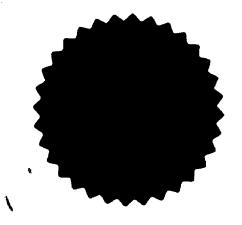
There were no obvious amendments or additions to the document, with the exception of those denoted by my signature (initials).

Witness my hand and seal.

Notariate of Copenhagen, Denmark, June 23rd, 1999.

Erik Schack

Notary Public of Copenhagen



Fee: 200, - DKK.

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#### AFTALE

OM

### OVERDRAGELSE

der tidligere officielt er meddelt inden for koncernen den 16. september 1992

er indgået mellem

BS Miljøteknik A/S reg. nr. A/S66796 i det følgende kaldet sælger

og

I. Krüger WasteSystems AS
reg. nr. A/S151177
i det følgende kaldet køber

§ 1.

Sælger overdrager med virkning fra 1. maj 1992 den af sælger drevne virksomhed, aktiver og passiver, immaterielle rettigheder m.v. samt retten til navnet BS Miljøteknik A/S og eventuelle binavne til køber, som registrerer dem som binavne.

§ 2.

I forbindelse med overdragelsen overtager køber det personale, der er opregnet på vedhæftede fortegnelse, bilag 1. Dette pesonale overtages med den nuværende arbejdsmarkedsretlige stilling, herunder anciennitet, opsigelsesvarsel m.v., jfr. lov om lønmodtageres retsstilling ved virksomhedsoverdragelse.

Køber overtager og friholder sælger for enhver forpligtelse vedrørende nuværende og tidligere ansatte hos sælger.

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Som led i virksomhedens overtagelse, jf. § 1., overtager køber kontraherede og igangværende kontrakter og forpligtelsen til at færdiggøre disse.

§ 4.

Der skal inden for 4 uger fra dato udarbejdes kontrakt med værdiansættelse og betalingsbestemmelser og andre detailregler til parternes underskrift.

-----

Søborg, onsdag den 28. oktober 1992

for BS Miljøteknik A/S

for I. Krüger WasteSystems AS

Georg Bang Jensen

Georg Bang Jensen

Gunner Hangen

Gunner Hansen

PATENT REEL: 010327 FRAME: 0395

# This

# TRANSFER

# **AGREEMENT**

which	ı was p	reviou	sly notif	ied offi	icially v	vithin ti	he Grouj	on 16	Septembe	r 1992,

has been entered into between

BS Miljøteknik A/S reg. no. A/S66796 hereinafter referred to as the Vendor

and

I. Krüger WasteSystems AS reg. no. A/S151177 hereinafter referred to as the Purchaser

#### Article 1.

As per 1 May 1992 the Vendor shall transfer the business run by the Vendor, its assets and liabilities, immaterial rights, etc. as well as the right in the name BS Miljøteknik A/S and any alternative styles to the Purchaser, who shall register them as alternative styles.

#### Article 2.

In connection with the transfer the Purchaser shall take over the employees listed in the attached Schedule 1. These employees shall, when taken over, retain their current position according to the labour market legislation, including seniority, period of notice, etc., cf. Act on the Legal Position of Employees in Company Take-overs.

The Purchaser shall take over and exempt the Vendor from any obligation regarding the Vendor's present and previous employees.

### Article 3.

As part of the take-over of the company, cf. Art. 1, the Purchaser shall take over contracts already entered into or in progress as well as the obligation to complete such contracts.

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### Article 4.

Within four weeks from this date a contract shall have been worked out stating a value assessment and payment terms and other detailed provisions for signature by the parties.

	0000000				
Søborg, Wednesday 28 October 1992					
For BS Miljøteknik A/S	For I. Krüger WasteSystems AS				
Georg Bang Jensen	Georg Bang Jensen				
Gunner Hansen	Gunner Hansen				

I, the undersigned Vagn Kærsgaard, official translator, hereby certify the foregoing text to be a true and faithful translation of the attached original in the Danish language, produced to me this twenty-fourth day of February 1999.

------END OF TRANSLATION------

Witness my hand and official seal.

\* LAGN KÆRSGAND

Vagn Kærsgaard Official translator

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