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

## 1. Name of conveying party(ies):

BetzDearborn, Inc.  
4636 Somerton Road  
Trevose, Pennsylvania 19053

6-14-02

## 2. Name and address of receiving party(ies)

Name: Hercules IncorporatedInternal Address: Law Department, 8th FloorAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Street Address: Hercules Plaza,1313 N. Market StreetCity: Wilmington State: DE Zip: 19894Execution Date: April 28, 2002Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 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)

Please see attached abridged Schedule A

B. Patent No.(s)

Please see attached abridged Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Hercules IncorporatedInternal Address: Law Department - 8th Floor

06/21/2002 TDI A21 00000001 081800 0823906

01 FC: 581 4760.00 CH

Street Address: Hercules Plaza, 1313 North Market

Street \_\_\_\_\_

City: Wilmington State: DE Zip: 198946. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$ 4,760.00☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

08-1800

(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.*Joanne Mary Fobare Rossi

Name of Person Signing

Signature

June 7, 2002

Date

11

Total number of pages including cover sheet, attachments, and documents

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

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 12983 FRAME: 0754

Patent Number -----	Issued Date -----	Application Number -----	Application Date -----	Docket Number -----
		08/239066	06MY1994	1-8719
		08/954527	20OC1997	B-1098
		09/492135	27JA2000	B-1113
		09/670702	28SE2000	H-1148P
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6294584	25SE2001	09/240155	29JA1999	B-1085A

**PATENT ASSIGNMENT**

*(BetzDearborn as Assignor)*

**THIS PATENT ASSIGNMENT** ("*Assignment*"), dated as of April 27<sup>th</sup> 2002 is made by **BETZDEARBORN INC.**, a corporation organized under the laws of the Commonwealth of Pennsylvania, with its principal offices at 4636 Somerton Road, Trevose, Pennsylvania 19053 ("*BetzDearborn*").

**WHEREAS, HERCULES INCORPORATED**, a corporation organized under the laws of the State of Delaware, with its principal offices at Hercules Plaza, 1313 N. Market Street, Wilmington, Delaware 19894-0001 ("*Hercules*"), Falcon Acquisition Corp. and General Electric Company (collectively, the "*Purchasers*") are parties to a Stock and Asset Purchase Agreement dated as of February 12, 2002 (the "*Purchase Agreement*") pursuant to which Hercules has agreed to sell the Water Business as a going concern to the Purchaser (or its Designated Affiliates) and the Purchasers have agreed to purchase the Water Business from Hercules by means of the transfer from the Seller Entities to the Purchasers of the assets and liabilities of the Water Business, including all of the issued and outstanding capital stock of the Purchased Subsidiaries;

**WHEREAS**, BetzDearborn or its Affiliates own the entire right, title and interest in and to the Patents listed on **Schedule A** (the "*Assigned Patents*"); and

**WHEREAS**, Hercules desires to acquire the entire right, title and interest worldwide in and to the Assigned Patents; and BetzDearborn is willing to assign such Assigned Patents to Hercules.

**NOW, THEREFORE**, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. BetzDearborn does hereby, and shall cause its Affiliates, to sell, assign and transfer to Hercules its entire worldwide right, title and interest in the Assigned Patents, the same to be held and enjoyed by Hercules for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Patents are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by BetzDearborn or its Affiliates if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights under and to the Assigned Patents previously granted to any third Person, which grants are in effect as of the date of this Assignment.
3. BetzDearborn agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Hercules its entire right, title and interest in and to the Assigned Patents.
4. BetzDearborn shall, and shall cause its Affiliates and its employees and consultants who are inventors or prosecuting attorneys of the Assigned Patents to, assist Hercules, at Hercules' expense, in every proper way to secure and perfect Hercules' rights in the Assigned Patents and the inventions described therein in any and all countries, including, without limitation (i) the disclosure and transfer to Hercules of all pertinent information, data and documents with respect thereto, (ii) the prompt execution and delivery to Hercules or its legal representative of all applications, specifications, affidavits, oaths, assignments, recordations, and all other documents or instruments which are reasonably necessary in order to apply for, obtain, maintain, issue, defend, enforce and transfer such rights and in order to assign and convey to Hercules the sole and exclusive rights, title and interest in and to such Assigned Patents and the inventions described therein and (iii) testify as to all pertinent facts and documents relating to the Assigned Patents in any interference, litigation or proceeding related thereto.
5. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK.]

June 7, 2002

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

Sir:

**ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

Applicant is requesting that the patents and patent applications listed on the enclosed Abridged Schedule A be assigned to Hercules Incorporated.

Applicant notes that the attached schedule is an abridged version of the original schedule referred to in the Assignment Agreement dated April 28, 2002. The abridged version of Schedule A includes only United States patents and patent applications. The original schedule also included the corresponding foreign applications. The abridged Schedule A does not include any patents or patent applications that were not in the original Schedule A.

Please charge any deficiency or credit any overpayment to Deposit Account No. 08-1800.

Respectfully submitted,



Joanne Rossi  
Attorney for Applicant  
Registration No. 43,061

Hercules Incorporated  
Hercules Plaza  
1313 N. Market Street  
Wilmington, Delaware 19894-0001  
Attorney's Direct Dial: (302) 594-6813

IN WITNESS WHEREOF, BetzDearborn has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

BETZDEARBORN INC.

By: Israel J. Floyd  
Name: Israel J. Floyd  
Title: Assistant Secretary

ATTESTATION OF WITNESS.

I, THERESA N AULETTA, whose full post office address is  
51 WEST 52ND ST NY, N.Y., was personally present and did see  
ISRAEL J FLOYD, who is personally known to me, execute the above  
assignment.

THERESA N AULETTA

THERESA N. AULETTA  
Notary Public, State of New York  
No. 01AU4749511  
Qualified in Nassau County  
Commission Expires November 30, 20 05