

03-17-2005



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U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

Tab settings

To the Director of the United States Patent and Trademark Office, please forward the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Honeywell International Inc.**  
101 Columbia Road  
Morris Township, New Jersey 07962  
*med*  
*3-11-05*

2. Name and address of receiving party(ies):  
Name: **Gardner Denver, Inc.**  
Internal Address:

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date:

Street Address: **1800 Gardner Expressway**  
City: **Quincy** State: **IL** ZIP: **62301**  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent numbers(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)  
**5632146**  
Additional numbers attached?  Yes  No

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FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **James B. Conte, Esq.**  
Internal Address:  
Street Address: **One North Wacker Drive, Suite 4400**  
City: **Chicago** State: **IL** ZIP: **60606**

6. Total number of applications and patents involved: **1**  
7. Total fee (37 CFR 3.41):.....\$  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number: **12-0913**  
(Attach duplicate copy of this page if paying by deposit account)

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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.*  
**James B. Conte**  
Name of Person Signing *James B. Conte* Signature *3/11/05* Date  
Total number of pages including cover sheet, attachments, and document: **7**

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Patent Assignment") is made and entered into as of January 5, 2005 ("Effective Date") by and between **HONEYWELL INTERNATIONAL INC.**, a Delaware corporation, having its principal place of business at 101 Columbia Road, Morris Township, New Jersey 07962 and **HONEYWELL INTELLECTUAL PROPERTIES INC.**, an Arizona corporation and wholly-owned subsidiary of Honeywell International Inc., having its principal place of business at 8440 S. Hardy Drive, Tempe, Arizona 85284 (collectively, "Assignor"), and **GARDNER DENVER, INC.**, a Delaware corporation having its principle place of business at 1800 Gardner Expressway, Quincy, Illinois 62301 ("Assignee").

WHEREAS, this Patent Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated January 5, 2005 (the "Purchase Agreement"), by and among Assignor and Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring as of the Effective Date all Assigned Patent Rights (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows.

1. Assignor hereby contributes, transfers, conveys, assigns and delivers to Assignee all of its right, title and interest in and to the following for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Patent Assignment had not been made: (i) all domestic and foreign patents (including certificates of invention and other patent equivalents), patent applications and patents issuing therefrom as well as any division, continuation, continuation in part thereof, and any reissue, extension, revival or renewal of any patent identified on Schedule A attached hereto (the "Patent Rights"); (ii) the inventions claimed by Assignor as disclosed in the Patent Rights; (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications); (iv) all income, royalties and payments due or payable with respect to the foregoing Patent Rights, and all rights to sue and recover for any of the foregoing Patent Rights; (v) all of its rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing Patent Rights; and (vi) all other corresponding rights with respect to the Patent Rights that are or may be secured under the patent laws of the United States or any other country, now or hereafter in effect (collectively, the "Assigned Patent Rights").

2. Assignor hereby covenants and agrees that it shall provide to Assignee, its successors, assigns or other legal representatives its reasonable and prompt cooperation and assistance (including, without limitation, by executing and delivering affidavits, declarations, oaths, exhibits, assignments, powers of attorney and other documentation as may be reasonably required) in connection with effectuating the purposes of this Patent Assignment (including, without limitation, perfecting Assignee's right, title and interest in and to the Assigned Patent Rights) and preparing and prosecuting any applications relating to the Assigned Patent Rights.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Assigned Patent Rights.

4. All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

5. This Patent Assignment is subject to all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Patent Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to enhance, extend or limit the rights and obligations under the Purchase Agreement.

\*\*\*\*\*





IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed as of the Effective Date.

**HONEYWELL INTERNATIONAL INC.**

**GARDNER DENVER, INC.**

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

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

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

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

Name: J. Dennis Shull

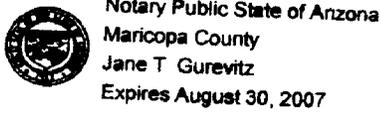
Title: Vice President & General Manager  
Compressor Division

**HONEYWELL INTELLECTUAL PROPERTIES INC.**

By: M. Kathryn Tsirigotis  
Name: M. Kathryn Tsirigotis  
Title: Vice-President Licensing

STATE OF Arizona )  
 ) SS.  
COUNTY OF Maricopa )

On this 5 day of January there appeared before me M. Kathryn Tsirigotis personally known to me, who acknowledged that he signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of Assignor.



Jane T. Gurevitz  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Patent Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

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

## SCHEDULE A

Country	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Publication Number
CHIN	Patent Cooperation Treaty	Granted	97191555.5	1/2/1997	ZL97191555.5	6/5/2002	
EPC	PCT/EPC Application	Inactive	97901367.9	1/2/1997	EP0879382		879382
FRAN	PCT/EPC Application	Granted	97901367.9	1/2/1997	EP0879382	4/16/2003	
GBRI	PCT/EPC Application	Granted	97901367.9	1/2/1997	EP0879382	4/16/2003	
INDO	National	Granted	P-970393	2/7/1997	ID0007623	4/4/2002	
MAYS	National	Filed	PI9700088	1/9/1997			
NETH	PCT/EPC Application	Granted	97901367.9	1/2/1997	EP0879382	4/16/2003	
PCT	Patent Cooperation Treaty	Inactive	US97/00194	1/2/1997			WO97/24551
USA	National	Granted	08/582113	1/2/1996	5632146 *	5/27/1997	

\* Including any division, continuation, revival, reexamination, reissue, renewal, or extension of U.S. Patent No. 5,632,146, and any other application or patent claiming priority to U.S. Patent No. 5,632,146, and any foreign counterparts of such patents and applications.

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