

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Air Liquide America L.P.	12/22/2004
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Calgaz LLC
<b>Street Address:</b>	821 Chesapeake Drive
<b>City:</b>	Cambridge
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21613
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5665894
Patent Number:	D383406
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)624-8950
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	713-624-8953
<b>Email:</b>	julie.turner@airliquide.com
<b>Correspondent Name:</b>	American Air Liquide, IP Dept.
<b>Address Line 1:</b>	2700 Post Oak Blvd.
<b>Address Line 2:</b>	Suite 1800
<b>Address Line 4:</b>	Houston, TEXAS 77056
<b>ATTORNEY DOCKET NUMBER:</b>	S4126-4125
<b>NAME OF SUBMITTER:</b>	Allen E. White

Total Attachments: 12  
 source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page1.tif  
 source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page2.tif

**501564278**

**PATENT**  
**REEL: 026440 FRAME: 0155**

**CH \$80.00 5665894**

source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page3.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page4.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page5.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page6.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page7.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page8.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page9.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page10.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page11.tif  
source=S4126\_4125\_2011-6-14\_Assignment\_ALALP\_to\_Calgaz#page12.tif

**PATENTS ONLY**

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

<p>1. Name of conveying party(ies): <b>Air Liquide America L.P. Executed Dec. 22, 2004</b></p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>Calgaz LLC</b> Internal Address: <b>821 Chesapeake Drive</b> Street Address: <b>821 Chesapeake Drive</b> City: <b>Cambridge</b> State: <b>Maryland</b> Zip: <b>21613</b></p> <p>Additional name(s) &amp; address(es) attached? Yes <input type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> <b>Assignment</b>                      Merger  <input type="checkbox"/> Security Agreement              Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: December 22, 2004</p>	

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: \_\_\_\_\_

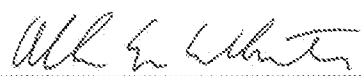
<p>A. Patent Application No.(s):</p>	<p>B. Patent No.(s): <b>5,665,894 Issued: Sept. 9, 1997</b> <b>DES 383,406 Issued: Sept. 9, 1997</b></p>
--------------------------------------	--

Additional numbers attached? Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Air Liquide USA LLC, IP Department</b> Internal Address: <b>2700 Post Oak Blvd., Ste. 1800</b>  Street Address: <b>2700 Post Oak Blvd., Ste. 1800</b>  City: <b>Houston</b> State: <b>TX</b> Zip: <b>77056</b></p>	<p>Total number of applications and patents involved: <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 C.F.R. § 3.41)      <b>\$80.00</b></p> <p>Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <b>01-1375</b> (Attach duplicate copy of this page if paying by deposit account)</p>
--	---

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.

<p><b>Allen E. White, Reg. No. 55,727</b> Name of Person Signing</p>	<p> Signature</p>	<p><b>13 June 2011</b> Date</p>
--	--	-------------------------------------

Total number of pages including cover sheet, attachments and documents: 4

**AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND  
ASSUMPTION OF OBLIGATIONS**

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of December 22, 2004, by Air Liquide America L.P., a Delaware limited partnership ("Assignor"), and Calgaz LLC, a Delaware limited liability company ("Assignee").

In consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**Section 1. Assignment.**

**1.1. Assignment of Calgaz Assets.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to all of the operating assets and business of Assignor's Calgaz business, as reflected in the 12/31/04 pro forma balance sheet annexed hereto as Schedule I, subject to changes thereto occurring in the course of the Calgaz business between the date of preparation of such pro forma balance sheet and December 31, 2004, including but not limited to the assets listed on Exhibit A hereto (the "Calgaz Assets"), but excluding the assets listed on Exhibit B hereto, and subject to the assumption by Assignee of all obligations and liabilities of Assignor to the extent directly attributable to the Calgaz Assets (the "Calgaz Liabilities"), including but not limited to the liabilities listed on Exhibit A-1, but excluding the liabilities listed on Exhibit B-1 hereto.

**1.2 Further Assurances.** Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Calgaz Assets.

**1.3 Later Identified Assets.** To the extent that, at any time or from time to time following the transfer of the Calgaz Assets to Assignee, Assignor determines that any additional assets, contracts, rights or other property of Assignor constitute part of the business conducted with the Calgaz Assets, whether or not the same are reflected in the Calgaz Balance Sheet, but have not been transferred or delivered to Assignee, such assets, contracts, rights or other property shall be deemed to have been transferred pursuant to this Transfer and Assumption Agreement and shall promptly be delivered or otherwise conveyed to Assignee by Assignor.

Alternatively, to the extent that, at any time or from time to time following the transfer of the Calgaz Assets to Assignee, Assignor determines that certain assets, contracts, rights or other property of Assignor did not constitute part of the business conducted with the Calgaz Assets, whether or not the same are reflected in the Calgaz Balance Sheet, but have been transferred or

delivered to, or purported to be transferred or delivered to, Assignee, such assets, contracts, rights or other property shall be deemed not to have been transferred pursuant to this Transfer and Assumption Agreement and shall be promptly delivered or otherwise conveyed by Assignee to, or retained by, Assignor.

**Section 2. Assumption.**

**2.1 Assumed Liabilities.** As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, all obligations and liabilities of Assignor to the extent directly attributable to Assignor's Calgaz business, subject to changes thereto occurring in the course of the Calgaz business between the date of preparation of the IC Balance Sheet and December 31, 2004 (such liabilities being referred to herein as the "Calgaz Liabilities").

**2.2 Certain Exceptions.** To the extent (i) any of the Calgaz Liabilities purported to be transferred to Assignee pursuant to Section 2.1 or (ii) any claim which may in the future be brought against Assignor or Assignee arising out of facts or circumstances existing at or prior to the date hereof, and which would otherwise become the responsibility of Assignee hereunder, is or would be covered, in whole or in part, by any insurance or insurance policy of Assignor in effect at the date hereof, but for the fact that any such liability or claim had been or was purported to be transferred to or assumed by Assignee, then, notwithstanding anything to the contrary in Section 2.1, including the Schedule referenced therein or any other document delivered in connection therewith, Assignor shall remain responsible for such liability or claim, such liability or claim shall not be deemed to have been transferred to and assumed by Assignee and Assignee shall have no obligations to Assignor in respect thereof; provided, however, that, to the extent any such liability or claim shall not be reimbursed to Assignor through any applicable insurance or other third party reimbursement, Assignee shall indemnify and hold Assignor harmless in respect thereof.

**2.4 Later Identified Liabilities.** To the extent that, at any time or from time to time following the transfer of the Calgaz Assets to Assignee, Assignor determines that any liabilities or contract or other obligations constitute part of the business conducted with the Calgaz Assets, whether or not the same are reflected in the Calgaz Balance Sheet, but have not been transferred to or assumed by Assignee, such liabilities or contract or other obligations shall be deemed to have been transferred to and assumed by Assignee pursuant to this Transfer and Assumption Agreement, in such event and as requested by Assignor, Assignee shall promptly deliver to Assignor appropriate instruments of assumption in order to evidence the assumption by Assignee of any such liabilities or contract or other obligations.

Alternatively, to the extent that, at any time or from time to time following the transfer of the Calgaz Assets to Assignee, Assignor determines that certain liabilities or contract or other obligations did not constitute part of the business conducted with the Calgaz Assets, whether or not the same are reflected in the Calgaz Balance Sheet, but have been transferred to or assumed by, or purported to be transferred to or assumed by, Assignee, such liabilities or contract or other obligations shall be deemed not to have been transferred to and assumed by Assignee pursuant to this Transfer and Assumption Agreement and, in such event, Assignor shall promptly deliver to Assignee appropriate instruments of assumption or confirmation in order to evidence the

assumption or confirmation of retention by Assignor of any such liabilities or contract or other obligations.

**2.3 Further Assurances.** Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Calgaz Liabilities.

**Section 3. Headings.** The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.

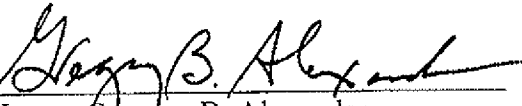
**Section 4. Governing Law.** This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

*[The remainder of this page is blank intentionally.]*

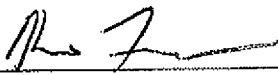
IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

**AIR LIQUIDE AMERICA L.P., Assignor**

By: ALUSA GP, Inc.  
General Partner

By:   
Name: Gregory B. Alexander  
Title: Treasurer

**CALGAZ LLC, Assignee**

By:   
Name: Kevin M. Feeney  
Title: Secretary

Schedule I - Calgaz Balance Sheet



(\$ in thousands)

	<u>CALGAZ</u>
Cash	608
Net Accounts Receivable	1,785
Inventory	2,068
Other Current Assets	5
<b>Total Current Assets</b>	<u>4,465</u>
Property, Plant & Equipment	3,021
Accumulated Depreciation	1,853
Net Property, Plant & Equipment	1,168
Intangibles & Goodwill	9
Other Non Current Assets	2,076
<b>Total Non-Current Assets</b>	<u>3,253</u>
<b>Total Assets</b>	<u><u>7,718</u></u>
Accounts Payable	1,750
Provision for Taxes	-
Current Maturity LT Debt	-
Fixed Assets Suppliers	-
Other Current Liabilities	-
<b>Total Current Liabilities</b>	<u>1,750</u>
Reserves (Minority Interest)	-
Provisions	-
LT Debt	5,521
Deferred Taxes	447
Total Stockholder's Equity	-
<b>Total Liabilities &amp; Stockholder's Equity</b>	<u><u>7,718</u></u>

Exhibit A – Calgaz Assets

1. All assets of the Calgaz business of the Partnership (the “Calgaz Business”) listed on or reflected in the Calgaz Balance Sheet subject to changes thereto occurring in the course of the Calgaz Business between the date of preparation of such pro forma balance sheet and December 31, 2004.

2. Owned real property rights:

All rights of the Partnership as owner in the real property (and any buildings and improvements thereon) listed on the attached spreadsheet entitled “Calgaz Owned Property”.

Calgaz  
Owned Property

CITY	COUNTRY	STATE	ADDRESS	LOCATION DESCRIPTION
CAMBRIDGE	DORCHESTER	MD	821 CHESAPEAKE	ELECTRONICS GROUP ALPHAGAZ calgaz

Exhibit B – Calgaz Excluded Assets

1. All assets of the Partnership relating to the Partnership's cylinder business.
2. All assets of the Partnership relating to the Partnership's nitrous oxide business.
3. All assets of the Partnership relating to the Partnership's ALNET distributor business.
4. All assets of the Partnership relating to the Partnership's operations in Alaska.
5. All assets of the Partnership relating to the Partnership's operations in Hawaii.
6. All assets of the Partnership acquired in connection with the merger of Air Liquide Cylinder LLC with and into the Partnership.
7. All assets of the Partnership acquired in connection with the merger of AL I/M Gases LLC with and into the Partnership.
8. All assets of the Partnership acquired in connection with the merger of AL Penumbra LLC with and into the Partnership.
9. All assets of the Partnership acquired in connection with the merger of ALIG Distributor LLC with and into the Partnership.
10. All assets of the Partnership contributed by the Partnership to the following entities: (i) Air Liquide LI LLC, (ii) Air Liquide IC LLC, (iii) Air Liquide ACI LLC, (iv) ALALP Realty LLC, (v) ALALP Assets LLC and (vi) Air Liquide Electronics GP LLC.
11. All rights of the Partnership arising from, in connection with, relating to, pertaining to or occurring with respect to the obligations, debts and liabilities referred to in Exhibit B-1.

Exhibit A-1- Calgaz Liabilities

1. All liabilities of the Calgaz Business listed on or reflected in the Calgaz Balance Sheet subject to changes thereto occurring in the course of the Calgaz Business between the date of preparation of such pro forma balance sheet and December 31, 2004.
2. All obligations of the Partnership as owner in the real property (and any buildings and improvements thereon), howsoever arising, in the real property referred to in ¶ 2 of Exhibit A.

Exhibit B-1 – Calgaz Excluded Liabilities

1. All obligations, debts and liabilities, including all disputed liabilities, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, associated with, incidental to, arising from, in connection with, relating to, pertaining to or occurring with respect to the excluded assets referred to on Exhibit B, regardless of how, under what circumstances or when such obligations, debts or liabilities have arisen or may arise.
2. All obligations, debts and liabilities, including all disputed liabilities, whether accrued or fixed, absolute, contingent or unliquidated, matured or unmatured or determined or determinable, associated with, incidental to, arising from, in connection with, relating to, pertaining to or occurring with respect to the manufacture, production, sale or distribution of welding rods or similar products, regardless of how, under what circumstances or when such obligations, debts or liabilities have arisen or may arise now or at any time in the future.
3. All obligations, debts and liabilities, including all disputed liabilities, whether accrued or fixed, absolute, contingent or unliquidated, matured or unmatured or determined or determinable, associated with, incidental to, arising from, in connection with, relating to, pertaining to or occurring with respect to the manufacture, production, sale or distribution of sandblasting pots, sandblasting hoods, respiratory protective devices or other similar products, regardless of how, under what circumstances or when such obligations, debts or liabilities have arisen or may arise now or at any time in the future.
4. All obligations, debts and liabilities, including all disputed liabilities, whether accrued or fixed, absolute, contingent or unliquidated, matured or unmatured or determined or determinable, associated with, incidental to, arising from, in connection with, relating to, pertaining to or occurring with respect to the sale or distribution of any products containing asbestos, regardless of how, under what circumstances or when such obligations, debts or liabilities have arisen or may arise now or at any time in the future.
5. All obligations, debts and liabilities, including all disputed liabilities, whether accrued or fixed, absolute, contingent or unliquidated, matured or unmatured or determined or determinable, associated with, incidental to, arising from, in connection with, relating to, pertaining to or occurring with respect to any premises liability claims, including without limitation such claims alleging exposure to asbestos, regardless of how, under what circumstances or when such obligations, debts or liabilities have arisen or may arise now or at any time in the future, except such claims that allegedly arise out of or relate to premises that have been or are part of, in all material respects, the Calgaz Business.
6. All obligations, debts and liabilities to the extent not specifically attributable to the Calgaz Assets.