

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Sale of Patents, Trademarks, Domain Names and Know-How										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>FLSmidth Hamburg GmbH</td> <td>01/03/2011</td> </tr> </tbody> </table>		Name	Execution Date	FLSmidth Hamburg GmbH	01/03/2011						
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FLSmidth Hamburg GmbH	01/03/2011										
RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>FLSmidth A/S</td> </tr> <tr> <td>Street Address:</td> <td>Vigerslev Alle 77</td> </tr> <tr> <td>City:</td> <td>Valby</td> </tr> <tr> <td>State/Country:</td> <td>DENMARK</td> </tr> <tr> <td>Postal Code:</td> <td>2500</td> </tr> </table>		Name:	FLSmidth A/S	Street Address:	Vigerslev Alle 77	City:	Valby	State/Country:	DENMARK	Postal Code:	2500
Name:	FLSmidth A/S										
Street Address:	Vigerslev Alle 77										
City:	Valby										
State/Country:	DENMARK										
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6085939</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6085939						
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Patent Number:	6085939										
CORRESPONDENCE DATA											
Fax Number:	7708040900										
Phone:	7707090023										
Email:	lcolton@srtslaw.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	Smith Risley Tempel Santos LLC										
Address Line 1:	Two Ravinia Drive, Suite 700										
Address Line 4:	Atlanta, GEORGIA 30346										
ATTORNEY DOCKET NUMBER:	49992.001US										
NAME OF SUBMITTER:	Laurence P. Colton										
<p>Total Attachments: 11 source=49992-001us-assetsale-4#page1.tif source=49992-001us-assetsale-4#page2.tif source=49992-001us-assetsale-4#page3.tif source=49992-001us-assetsale-4#page4.tif</p>											

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SALE OF PATENTS, TRADEMARKS, DOMAIN NAMES AND KNOW-HOW

This agreement concluded this January 1, 2011 by and between:

FLSmidth Hamburg GmbH, Haderslebener Str. 7, 25421 Pinneberg, Germany
(the "Seller")

and

FLSmidth A/S, Vigerslev Allé 77, 2500 Valby, Denmark
(the "Buyer")

WHEREAS

- (A) The Seller is the owner of the Patents, Trademarks, Know-How and Domain Names related to the Möller business and technology, as described herein.
- (B) The Buyer, as part of a general structuring of ownership to all intellectual property ("IP") and in order to enable the FLSmidth Group to use its IP as a strategic business tool, has declared an interest in acquiring the Patents, Trademarks, Domain Names and Know-How owned by the Seller and the Seller has declared an interest in selling the Patents, Trademarks, Domain Names and Know-How to the Buyer on the terms and conditions herein contained.

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement the following words, expressions and abbreviations shall, unless the context otherwise requires, have the following meanings:

"Domain Names" shall mean domain names listed in schedule 4 and any other domain names not listed, but owned by Seller.

"Effective date" means January 1, 2011.

"Know-How" shall mean all any technical information, trade secret or data, in any form, plans, drawings, designs, content of database, blue prints, processes and other technical and proprietary information owned by Seller, including, but not limited to, all know-how related to the Möller business as described in Schedule 2, and irrespective of the form of such know how. In addition, Know-How shall not include any know-how that the Seller is limited by law or contract from disclosing or selling to the Buyer.

"Patents" shall mean the patents listed in schedule 1 and any other patents not listed, but owned by Seller.

"Trademarks" shall mean the trademarks listed in schedule 3 and any other trademarks not listed, but owned by Seller.

2. SALE

Subject to the terms of this Agreement the Seller hereby irrevocably sells, transfers, conveys, assigns and delivers all of its right, title and interest of every kind and character in the Patents, Trademarks, Domain Names and Know-How (the "Assets") to the Buyer and the Buyer purchases the Assets from the Seller, which sale and purchase shall be considered effective from the Effective Date.

The Seller and the Buyer shall individually or jointly, as the case may be, execute any and all documents required for the transfer of title to all transferred assets from the Seller to the Buyer, including the change of name of the owner for any rights that are registered with third parties.

3. PURCHASE PRICE AND PAYMENT

The Purchase Price for the Assets is [REDACTED] (the "Purchase Price").

The Purchase Price shall be settled no later than 30 days after both Seller and Buyer have signed the Agreement by way of the Buyer paying such amount to the Seller as cash payment.

The Purchase Price is allocated as follow:

Trademarks (incl. domain names):
Technology (patents, knowhow):
Total

[REDACTED] EUR
[REDACTED] EUR
[REDACTED] EUR

4. ADJUSTMENT

In the event that any taxing authority having jurisdiction makes or proposes to make any assessment or reassessment determining that the fair market value of the Assets are greater or less than the fair market value determined by the parties then, in such event, the purchase price shall be retroactively increased or decreased to equal the amount finally determined to be the fair market value of the Assets. Any such determination shall be deemed to be final if it is pursuant to an assessment or reassessment by any taxing authority having jurisdiction and no appeal is taken there from, if agreement is reached between the Seller or the Buyer, as applicable, and such taxing authority regarding such actual or proposed assessment or reassessment or if determined by a judgment of a court of competent jurisdiction which judgment is not appealed from. In addition, such other adjustments as may be necessary or desirable shall be made by the parties.

5. FACILITATING THE TRANSFER

Seller shall perform all reasonable activities, as described in Schedule 5, necessary to effectively facilitate the transfer of the IP Rights to the Buyer including, but not limited to, (a) providing to Buyer or any other entity nominated by the Buyer drawings, software programs, source code, designs, registrations, files, data sheets, spreadsheets, and other documents, electronic or otherwise, related to or necessary for the use the IP Rights, (b) executing the required documents to properly assign the transferred IP rights to Buyer or any other entity nominated by the Buyer, and (c)

training the Buyer or any other entity nominated by the Buyer in the use of the transferred IP rights (the "Facilitation"), all of which shall be performed at the times and places designated by Buyer or its duly appointed designee.

The parties agree that such Facilitation is limited to 300 man-hours, unless additional man-hours are approved in writing by Buyer, and shall be completed within 2 years from the execution of this Agreement. The Seller is furthermore expected to pay the actual costs specified in Schedule 5 related to the Facilitation, including 10 travels to the Buyer's place of business as set down in this Agreement or to the place of business of any other entity nominated by the Buyer.

6. REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants that as per the Effective Date:

This Agreement and other documents executed by the Seller in connection with this transaction have been duly authorized and constitute binding obligations of and are enforceable against the Seller in accordance with their respective terms.

The Seller has good and transferable title to the Assets and has the absolute right to sell and deliver the Assets to the Buyer in accordance with the terms of this Agreement free and clear of all liens, claims, options, encumbrances and other restrictions whatsoever.

To Seller's knowledge, the Assets do not infringe on any third party's rights and Seller shall upon first written demand indemnify and hold Buyer harmless for any claim against the Buyer based on or deriving from infringement or alleged infringement by the Assets on any third party's rights, including any legal cost associated with Buyer's legal actions due to such claim.

The Seller's warranty according to this article last for 2 years from the effective date.

7. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed by, and construed in accordance with Danish Law, except its laws and/or rules that would render such choice of law ineffective.

As long as both the Seller and the Buyer are part of the FLSmidth Group any dispute, controversy or claim between Seller and Buyer arising out of or in connection with this Agreement or breach, termination or invalidity thereof shall be finally settled by the Management Board of FLSmidth A/S.

Except as expressly set out in Article 7.2 above, any dispute, controversy or claim between Seller and Buyer arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the International Chamber of Commerce. The arbitration tribunal shall be composed of only 1 arbitrator and such arbitrator shall be appointed by the president of the International Chamber of Commerce.

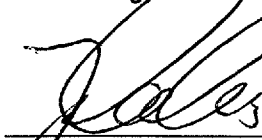
The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English unless otherwise agreed between the parties.

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This agreement may be executed by the parties hereto in two separate counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

Signed by the parties

For **FLSmidth Hamburg GmbH**
Pinneberg, Germany - January 3, 2011

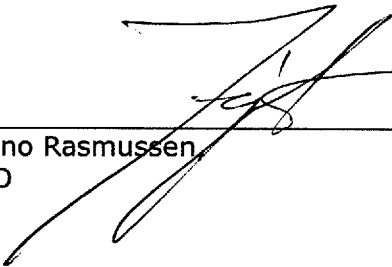


Joachim Dahms
President & Managing Director



Malke Schnur
Head of Administration and Finance Department

For **FLSmidth A/S:**
Valby, Denmark - January 3, 2011



Jørgen Huno Rasmussen
Group CEO



Poul Erik Tofte
Group Executive Vice President (CFO)

Schedule 1 Patents

Case Reference	Case Title	Country /Region	Case Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date
5244-0001/AT	Device for pneumatic or hydraulic conveying of dusty, powdery or granular bulk material	Austria	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/AU		Australia	Registered	2003208126	03-07-2003	2003208126	25-06-2009	03-07-2023
5244-0001/BE		Belgium	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/BR		Brazil	Registered	20030002416	14-07-2003	PI0302416-4		14-07-2023
5244-0001/CA		Canada	Registered	2435140	15-07-2003	2435140	27-11-2007	15-07-2023
5244-0001/CH		Switzerland	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/CN		China	Registered	03178417.8	16-07-2003	ZL031784178	26-04-2006	15-07-2023
5244-0001/CZ		Czech Republic	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/DE		Germany	Registered	102 32 231	17-07-2002	10232231		17-07-2022
5244-0001/DE(1)		Germany	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/DK		Denmark	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/EE		Estonia	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/EP		European Patent	Nat. Phase	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/ES		Spain	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/FI		Finland	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/FR		France	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/GB		United Kingdom	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/GR		Greece	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/HK		Hong Kong	Registered	04105516.0	27-07-2004	HK1062666	15-09-2006	15-07-2023
5244-0001/HU		Hungary	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/IE		Ireland	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/IN		India	Registered		17-06-2003	203440		17-06-2023
5244-0001/IT		Italy	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/JP		Japan	Registered	2003-275360	16-07-2003	4263557	20-02-2009	16-07-2023
5244-0001/NL		Netherlands	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/NO		Norway	Registered		16-07-2003	20033214	16-07-2003	16-07-2023
5244-0001/PL		Poland	Registered		02-07-2003	P-361042	02-07-2003	02-07-2023
5244-0001/PT		Portugal	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/RU	Russian Federation	Registered	2003122560	15-07-2003	2271980	20-03-2006	15-07-2023	
5244-0001/SE	Sweden	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023	
5244-0001/SI	Slovenia	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023	



Case Reference	Case Title	Country /Region	Case Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date
5244-0001/SK	Device for pneumatic or hydraulic conveying of dusty, powdery or granular bulk material	Slovakia	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/TR		Turkey	Registered	03013105.6	11-06-2003	1382554	26-01-2005	11-06-2023
5244-0001/US		United States of America	Registered	10/690913	10-07-2003	7014392	21-03-2006	10-07-2023
5244-0001/ZA		South Africa	Registered	2003/4950	25-06-2003	2003/4950	28-07-2004	25-06-2023
5244-0002/AT	Installation for feeding a plurality of loads, e.g. cells of aluminium melting furnaces, with bulk material, e.g. pulv. aluminium oxide	Austria	Registered	200200270023T	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/AU		Australia	Registered	2002317516	11-12-2002	2002317516	03-07-2008	11-12-2022
5244-0002/BE		Belgium	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/CA		Canada	Registered	2414430	11-12-2002	2414430	23-01-2007	11-12-2022
5244-0002/CH		Switzerland	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/CN		China	Registered	02154226.0	13-12-2002	ZL021542260	19-10-2005	12-12-2022
5244-0002/DE(1)		Germany	Registered	02027023.7	13-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/DK		Denmark	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/EP		European Patent	Nat. Phase	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2023
5244-0002/ES		Spain	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/FI		Finland	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/FR		France	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/GB		United Kingdom	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/HK		Hong Kong	Registered	03108404.0	19-11-2003	HK1056156	12-05-2006	12-12-2022
5244-0002/IN		India	Registered		12-12-2002	204773	12-12-2002	12-12-2022
5244-0002/IT		Italy	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/NL		Netherlands	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/NO		Norway	Registered	20025986	12-12-2002	20025986		12-12-2022
5244-0002/PT		Portugal	Registered	20020027023T	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/RO		Romania	Registered	02-01580	10-12-2002	2003145568	10-12-2002	10-12-2022
5244-0002/RO(1)		Romania	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/RU		Russian Federation	Registered	2002132865	09-12-2002	2258024	10-08-2005	09-12-2022
5244-0002/SE		Sweden	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022
5244-0002/TR	Turkey	Registered	02027023.7	03-12-2002	1319615	22-09-2004	03-12-2022	
5244-0002/US	United States of America	Registered	10/318829	13-12-2002	6749373	15-06-2004	13-12-2022	



Case Reference	Case Title	Country /Region	Case Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date
5244-0003/CN	Method for controlling a device for feeding flowable goods into a transport line (ICC-Intelligent Cycle Control)	China	Registered	97191200.9	05-09-1997	ZL971912009	03-10-2001	04-09-2017
5244-0003/CZ		Czech Republic	Registered	PV1354-98	05-09-1997	291088	11-12-2002	05-09-2017
5244-0003/DE(1)		Germany	Registered	97944834.7	05-09-1997	865397	12-12-2001	05-09-2017
5244-0003/EP		European Patent	Nat. Phase		05-09-1997	865397	12-12-2001	05-09-2017
5244-0003/GB		United Kingdom	Registered	97944834.7	05-09-1997	865397	12-12-2001	05-09-2017
5244-0003/HU		Hungary	Registered	19990001987	05-09-1997	13238/98	15-04-1998	05-09-2017
5244-0003/ID		Indonesia	Pending	W-980001	05-09-1997			05-09-2017
5244-0003/PCT		International Patent-PCT	Nat. Phase	PCT/EP1997/004830	05-09-1997			
5244-0003/PL		Poland	Registered		05-09-1997	183925	05-05-1998	05-09-2017
5244-0003/RU		Russian Federation	Registered	98108552	05-09-1997	98108552	29-04-1998	05-09-2017
5244-0003/UA		Ukraine	Registered	98052264	05-09-1997	55397	15-04-2003	05-09-2017
5244-0003/US		United States of America	Registered	09/068323	05-09-1997	6085939	11-07-2000	05-09-2017

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Schedule 2 Know how

Möller business and technology including but not limited to all know-how relating to the following Products, including parts thereof:

- Dry Screw Pumps
- Loading systems
- Möller Fluidflow Transport system
- Möller Turboflow Transport system
- Multi Turboflow Transport system
- Silos – Storage and Blending

Schedule 3 Tradenames/trademarks

- MÖLLER
- TURBUFLOW
- FLUIDFLOW
- Multi- TTS (Multi Turboflow-Transport-System)
- MÖLLER valve
- ICC (Intelligent cycle control)
- MMPS (MÖLLER medium pressure system)
- MDS silo (Multi- discharge system silo)
- DCS silo (Double cone silo)
- M silo



Schedule 4 Domain Names

- flsmidthmoller.com
- flsmidth-moller.com
- flsmidthmoller.net
- flsmidth-moller.net
- fls-moller.com
- flsmoller.net
- fls-moller.net
- moller.asia



Schedule 5 Facilitating the transfer

Activities to perform

Cost related to facilitating



11/11

PATENT