

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2760199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ATMI PACKAGING, INC.	02/20/2014
RECEIVING PARTY DATA	
Name:	PALL TECHNOLOGY UK LIMITED
Street Address:	5 HARBOURGATE BUSINESS PARK, SOUTHAMPTON ROAD
City:	PORTSMOUTH
State/Country:	UNITED KINGDOM
Postal Code:	PO6 4BQ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13599652
CORRESPONDENCE DATA	
Fax Number:	(859)252-0779
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	859-252-0889
Email:	veronica@iplaw1.net, andrew@iplaw1.net
Correspondent Name:	KING & SCHICKLI, PLLC
Address Line 1:	247 N. BROADWAY
Address Line 4:	LEXINGTON, KENTUCKY 40507
ATTORNEY DOCKET NUMBER:	642-011 CONT. III
NAME OF SUBMITTER:	ANDREW D. DORISIO
SIGNATURE:	/Andrew D. Dorisio/
DATE SIGNED:	03/10/2014
Total Attachments: 6	
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment"), dated as of February 20, 2014, is made among ATMI Packaging, Inc., a Minnesota company ("ATMI Packaging"), Advanced Technology Materials, Inc., a Delaware company ("ATMI Opco" and together with ATMI Packaging, the "Assignor"), and Pall Technology UK Limited, a private limited company registered in England and Wales (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents");

WHEREAS, Assignor and Assignee, as well as certain other parties, entered into that certain Share and Asset Purchase Agreement, dated as of December 22, 2013 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Transferred Assets from Assignor, including all right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing;

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, free and clear of all Liens other than Permitted Exceptions, all of Assignor's right, title and interest in, to and under the Patents, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Patents and/or (B) vest all Assignor's rights, title, and interest in and to the Patents in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) If after the Closing Assignee has used reasonable efforts, including requesting signatures in a written notice to Assignor delivered in accordance with Section 10.03 of the Purchase Agreement, to secure Assignor's signature to any document it is entitled to under Section 2 hereof and Assignor has not provided such signatures, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and

to do all other lawfully permitted acts in order to vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Patents with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States and any other official of any applicable Governmental Authority to record this Assignment and issue any and all patents from any and all patent applications included in the Patents to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. General. From and after the Closing, in the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

ATMI PACKAGING, INC.

By: Patrick J. Shinn
Name: Patrick J. Shinn
Title: Senior Vice President, Chief Legal Officer
and Secretary

ADVANCED TECHNOLOGY MATERIALS, INC.

By: Douglas A. Neugold
Name: Douglas A. Neugold
Title: President and Chief Executive Officer

PALL TECHNOLOGY UK LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.


ATMI PACKAGING, INC.

By: _____
Name:
Title:

ADVANCED TECHNOLOGY MATERIALS, INC.

By: _____
Name:
Title:

PALL TECHNOLOGY UK LIMITED

By: 
Name: Raja Behnia
Title: Sr. VP., General Counsel : Corp. Sec'y

SCHEDULE A

PATENTS

	Reference	Patent	Country	Appl. No.	Patent No.
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107.	0876 PCT US DIV 2 CON 3	Mixing Bag With Integral Sparger And Sensor Receiver	United States of America	13/599,652	
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US_ACTIVE:M4422464/718495.0009

Schedule A to Assignment of Patents

RECORDED: 03/10/2014

PATENT
REEL: 032391 FRAME: 0987