

11-23-1999

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

1-31-92

RE MRD
7-13-99

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

Document I.D. No. 101003148

1. Name of conveying party(ies):
Blast Cleaning Products

() Individual(s) () Association
 () General Partnership () Limited Partnership
 () Corporation-State
 (X) Other Corporation - Canada

Additional name(s) of conveying party(ies) attached? () Yes () No

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

Name: U.S. Filter/BCP Acquisition

Internal Address: 40-004 Cook Street, Palm Desert, California 92211

Street Address: _____

City: _____ State: _____ ZIP: _____

() Individual(s) citizenship _____
 () Association _____
 () General Partnership _____
 () Limited Partnership _____
 (X) Corporation-State _____
 () Other _____

3. Nature of conveyance:

() Assignment () Merger
 () Security Agreement () Change of Name
 () Other _____

Execution Date: August 7, 1997

If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? () Yes (X) No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s):
 75/065,104 75/295,835
 75/295,832 75/295,836
 75/295,837 75/295,838
 75/295,834

Additional numbers attached? () Yes () No

B. Trademark Registration No(s):

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

Name: Riches, McKenzie & Herbert

Internal Address: --

Street Address: 2 Bloor Street East
Suite 2900

City: Toronto State: Ont., Canada ZIP: M4W 3J5

6. Total number of applications and registrations involved: _____

7. Total Fee (37 CFR 3.41) \$ 190.00
 (X) Previously paid with the Cover Sheet on 04/06/1999
 () Authorized to be charged to deposit account.

8. Deposit account number:
81-1350
 (Attached duplicate copy of this page if paying by deposit account)

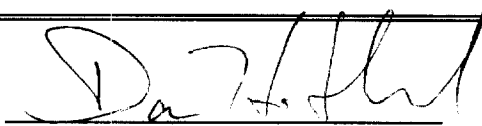
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy

of the original document.

Dan Hitchcock

Name of Person Signing



Signature

July 12, 1999

Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

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Washington, D.C. 20231**

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~~04-07-1999~~



101003148

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U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

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3-29-99

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

1. Name of conveying party(ies):

Blast Cleaning Products Ltd.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No



03-29-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

Name and address of receiving party(ies):

Name: U.S. Filter/BCP Acquisition Corporation

Internal Address: A Delaware Corporation in the United States

Street Address: _____

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 7, 1997

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s):

- 75/065,104 75/295,835
- 75/295,832 75/295,836
- 75/295,837 75/295,838
- 75/295,834

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: Riches, McKenzie & Herbert

Internal Address: _____

Street Address: 2 Bloor Street East

Suite 2900

City: Toronto State: Ont., Canada ZIP: M4W 3J5

04/06/1999 DMGUYEN 00000220 75065104

01 FC:481
02 FC:482

40.00 OP
150.00 DP

6. Total number of applications and registrations involved:7.....

7. Total Fee (37 CFR 3.41) \$ 190.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number:

81-1350

(Attached 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.

DAN HITCHCOCK

Name of Person Signing

[Handwritten Signature]

Signature

March 19/99

Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

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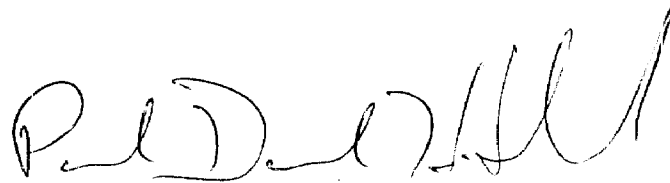
NOTARIAL CERTIFICATE OF TRUE COPY

Canada)
)
Province of Ontario)
)

I, **PAUL DANIEL HITCHCOCK**, a Notary Public in the Province of Ontario do certify that I have compared the attached copy with an original document and that the attached copy is a true copy of the original document which purports to be a General Intellectual Property Assignment from Blast Cleaning Products Ltd. to U.S. Filter/BCP Acquisition Corporation.

Toronto, Ontario, Canada

This 19th day of March, 1999.



PAUL DANIEL HITCHCOCK

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

The undersigned,

BLAST CLEANING PRODUCTS LTD.

(hereinafter called the "Assignor"), having a principal place of business at 2180 Speers Road, Oakville, Ontario, L6L 2X8, Canada, in consideration of Five Dollars (\$5.00), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, assign and transfer to:

U.S. FILTER/BCP ACQUISITION CORPORATION

(hereinafter called the "Assignee"), a Delaware corporation, all of Assignor's right, title and interest in the United States, in and to any and all rights, interest and title in any and all intellectual property and industrial property relating to any and all work, products, endeavours and technology of Assignor, including, but not limited to, any and all inventions, discoveries, improvements, patents, patent applications, trade marks, trade mark registrations, trade mark applications, trade names, fictitious, names, service marks, logos, brand names, trade name registrations, trade name applications, trade mark oppositions, copyright, copyright registrations, copyright applications, industrial designs, industrial design registrations, industrial design applications, process, know-how relating to any of the above, improvements relating to any of the above, goodwill which it has in any trade mark or trade name, confidential information, formulae, trade secrets and any other knowledge, document, blueprint, specification, drawing, information, licence, sub-licence and contract having any possible advantage to the operation of the business of Assignor or to the use of the technology, projects or endeavours of Assignor;

And, more specifically, but without restricting the generality of this assignment, the specific patents, patent applications, trade marks, trade mark registrations, trade mark applications, copyrights, copyright registrations, copyright applications, industrial

designs, industrial design registrations and industrial design applications as specifically identified below:

U.S. Patents

Patent No.: 5,360,486

For: Blast Cleaning Apparatus and Method with Laterally Moving Conveyors

Patent Date: November 1, 1994

Patent No.: 5,417,608

For: Blast Cleaning Apparatus with Laterally Moving Conveyors

Patent Date: May 23, 1995

Patent No.: 5,476,412

For: Blade and Wheel Plate for Blast Cleaning Wheel

Patent Date: December 19, 1995

U.S. Patent Applications

Serial No.: 08/610,056

For: Resilient Lifter for Wire Coil Blast Cleaning Apparatus

Filing Date: February 29, 1996

Serial No.: 08/740,922

For: Rotatable Blast Cleaning Conveying Surface and Apparatus

Filing Date: November 5, 1996

U.S. Trade Mark Registrations

None

U.S. Trade Mark Applications

Serial No. 75/065,104

Trade Mark: **BCP**

Filing Date: February 28, 1996

Serial No.: 75/295,832

Trade Mark: **TARGETLOK**

Filing Date: May 21, 1997

Serial No.: 75/295,833

Trade Mark: **SUPERBLAST**

Filing Date: May 21, 1997

Serial No.: 75/295,834

Trade Mark: **MICROBLAST**

Filing Date: May 21, 1997

Serial No.: 75/295,835

Trade Mark: **MESHBLAST**

Filing Date: May 21, 1997

Serial No.: 75/295,836

Trade Mark: **COILBLAST**

Filing Date: May 21, 1997

Serial No.: 75/295,837
Trade Mark: AUTOBLAST
Filing Date: May 21, 1997

Serial No.: 75/295,838
Trade Mark: TRUBLAST
Filing Date: May 21, 1997

And Assignor further assigns to Assignee all of its existing and potential causes of action and rights to claim damages and/or profits with respect to violations or infringements of any right or interest assigned herein;

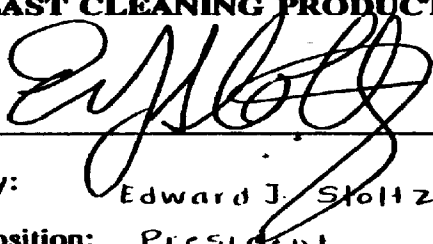
And Assignor further agrees to assist Assignee in the implementation of this Assignment by executing and signing any other document as reasonably requested by Assignee relating to the implementation of this Assignment including the recordal of this Assignment or any aspect of the Assignment and including executing or signing a further assignment document specifically identifying part of the property assigned herein, and Assignor agrees to do so without any further charge or fee.

SIGNED at Atlanta, Georgia, United States of America,
this 7th day of August, 1997.

WITNESS:

BLAST CLEANING PRODUCTS LTD.

Andrea E. Hayworth


By: Edward J. Stoltz
Position: President

DECLARATION OF WITNESS

I, Andrea E. Hayworth, hereby declare that I was personally present and did see the above-named person duly sign and execute the foregoing Assignment.

Andrea E. Hayworth
Signature of Witness

BLAST CLEANING PRODUCTS LTD.