

FORM PTO-1618A  
Expires 06/30/09  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
  - License
  - Security Agreement
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name The F.B. Leopold Company, Inc.

Execution Date  
Month Day Year  
03 24 04

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name National City Bank of Pennsylvania

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 20 Stanwix Street

Address (line 2) \_\_\_\_\_

Address (line 3) Pittsburgh Pennsylvania 15222

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

CHI \$440.00 024553 78181416

FORM PTO-1618B  
Expires 06/30/09  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="78/181,416"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,752,320"/>	<input type="text" value="1,730,915"/>	<input type="text" value="2,701,937"/>
<input type="text" value="852,573"/>	<input type="text" value="2,154,058"/>	<input type="text" value="1,732,845"/>
<input type="text" value="1,727,393"/>	<input type="text" value="717,081"/>	<input type="text" value="1,923,386"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Michael L. Dever

3/24/04

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C  
Expires 06/30/09  
OMB 0651-0027

### RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

#### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **Leopold Holding Company**

03 24 04

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization **Delaware**

#### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

#### Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

##### Trademark Application Number(s)


##### Registration Number(s)

977,273		
1,738,200		
2,485,594		
2,451,358		
2,323,257		
1,853,574		
1,732,706		

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of March 24, 2004 is entered into by and among The F.B. Leopold Company, Inc., a Delaware corporation and successor by merger to Leopold Acquisition Corp., a Delaware corporation (the "Borrower"), each of the Guarantors from time to time a party to the Credit Agreement and listed on the signature pages attached hereto or otherwise becoming bound hereby by joinder, assumption or otherwise (each a "Pledgor" and collectively the "Pledgors"), and National City Bank of Pennsylvania (the "Lender") effective upon the effective time of such merger.

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, each of the Guarantors party thereto and the Lender, the Lender has agreed to provide certain loans to the Borrower and issue certain letters of credit on behalf of the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Lender or any of its Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or

otherwise, of each and every of the Pledgors to the Lender or any of its Affiliates, now existing or hereafter incurred under the Credit Agreement, the Notes, the Letters of Credit, the GP Letter of Credit, the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit or the GP Letter of Credit issued by the Lender and (iii) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Lender in connection therewith, including commitment, letter of credit or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to the Lender in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to the Lender;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Lender; and

(i) such Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, such Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld except such Pledgor may, in the ordinary course of business without the Lender's consent, license technology to suppliers and customers and trademarks to distributors, sales representatives and others, in any such case, to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Credit Commitment has terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Lender prompt notice thereof in writing. Each Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law, regulation, order or decree and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of

performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to each Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, regulation, order or decree, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Lender herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Lender herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Lender. The Lender hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Lender.

8. At such time as the Debt shall have been indefeasibly paid in full and the Credit Commitment shall have terminated, this Agreement shall terminate and the Lender shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Lender in connection with the

preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors, jointly and severally, within fifteen (15) days of demand by the Lender, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Credit Commitment shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, upon the prior written notice to the Lender, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, regulation, order or decree, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such



jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.3 of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements

and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.


**[SIGNATURES APPEAR ON FOLLOWING PAGE]**


**[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or Lenders thereunto duly authorized, as of the date first above written.

ATTEST:

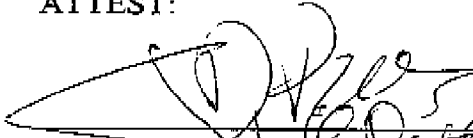
THE F.B. LEOPOLD COMPANY, INC., as successor by merger to Leopold Acquisition Corp.

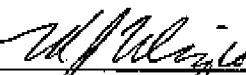
  
Name: Jeffery S. [unclear]  
Title: REST. SEC.

By:   
Name: Michael J. Lizio  
Title: President & CEO

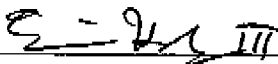
ATTEST:

LEOPOLD HOLDING CORP.

  
Name: [unclear]  
Title: REST. SEC.

By:   
Name: Michael J. Lizio  
Title: President & CEO

NATIONAL CITY BANK OF PENNSYLVANIA

By:   
Name: Ervin H. Geiger III  
Title: Vice President  
National City Bank of Pennsylvania

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

Patents

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
<b>“Apparatus for Distributing Gas and Liquid During Concurrent Gas/Liquid Backwash in Filter Underdrain”</b>							
BRAZIL	990091	CEQ	1/29/1999	P9900308-2			PENDING
CANADA	990092	CEQ	1/28/1999	2,260,543			PENDING
CANADA	990169	CEQ	7/31/1997	2,262,626			PENDING
CHINA	031617	DCA	7/31/1997	n/a			PENDING
CHINA	990093	CEQ	1/28/1999	99101828.1	9/10/2003	ZL99101828.1	ISSUED
EUROPEAN PATENT	990094	CEQ	1/28/1999	99300636.0			PUBLISHED
JAPAN	990095	CEQ	1/29/1999	11-22010			PUBLISHED
MEXICO	990096	CEQ	1/28/1999	991,046			PENDING
U.S.	971818	CIP	1/29/1998	09/015,390	11/6/2001	6,312,611	ISSUED
U.S.	001414	CON	7/28/2000	09/627,929	10/23/2001	6,306,310	ISSUED
WIPO	970894	CEQ	7/31/1997	PCT/US97/13512			PENDING
<b>“Flume Distribution System with Removable Block”</b>							
JAPAN	920469	CEQ	7/24/1992	4-217531	5/31/1996	2,524,557	ISSUED
U.S.	901132	NEW	7/26/1991	07/736,521	2/11/1992	5,087,362	ISSUED
<b>“Air Duct Block for Air/Water Underdrain Systems in Gravity Filters”</b>							
JAPAN	921039	CEQ	2/1/1993	5-34016	7/11/1997	2,670,737	ISSUED
U.S.	901131	NEW	2/25/1992	07/841,046	11/3/1992	5,160,614	ISSUED
<b>“Cap System for Underdrains in Gravity Filters”</b>							
JAPAN	91355	CEQ	5/27/1991	3-149325	6/23/1995	1,941,504	ISSUED
<b>“Improved Dual Lateral Filter Underdrain Block”</b>							
U.S.	91949	NEW	5/27/1992	07/889,176	7/12/1994	5,328,608	ISSUED
<b>“Apparatus and Method for Improving Gas Backwash in Lateral Underdrains”</b>							
BRAZIL	961204	DCA	5/12/1994	9,408,566	10/3/2000	PI94085668	ISSUED
CANADA	961205	DCA	5/12/1994	2,187,515	1/22/2002	2,187,515	ISSUED
CHINA	961206	DCA	10/14/1996	94195084.0	12/29/2000	ZL94195084	ISSUED
GERMANY	981807	DCA	5/12/1994	n/a	8/2/1997	69 414 006	ISSUED
EUROPEAN PATENT	961207	DCA	10/16/1996	94917353.8	10/14/1998	0 755 292	ISSUED
EUROPEAN PATENT	961207	DCA	10/16/1996	94917353.8	10/14/1998	0 755 292	ISSUED
FRANCE	981806	DCA	5/12/1994	n/a	10/14/1998	0 755 292	ISSUED
U.K.	981809	DCA	5/12/1994	94917353.8	10/14/1998	0 755 292	ISSUED
ITALY	981808	DCA	5/12/1994	94917353.8	10/14/1998	0 755 292	ISSUED
JAPAN	961208	CEQ	5/12/1994	7-526307	4/7/2000	3053870	ISSUED

SOUTH KOREA	961209	CEQ	10/12/1996	1996/705731	11/22/1999	244169	ISSUED
MEXICO	940476	CEQ	4/11/1995	951753	9/7/1998	189,784	ISSUED
U.S.	930043	NEW	4/12/1994	08/226,811	2/6/1996	5,489,388	ISSUED
U.S.	960177	CON	2/5/1996	08/596,548	6/17/1997	5,639,384	ISSUED
WIPO	940419	CEQ	5/12/1994	PCT/US94/05244			PENDING

**"Solid Bouyant Media Induced Flotation"**

U.S.	991365	NEW	2/18/2000	09/506,781			PENDING
WIPO	010122	CEQ	2/9/2001	PCT/US01/04139			PUBLISHED

**Trademarks**

COUNTRY	REFERENCE #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>"AFC"</b>							
U.S.	920139	2/25/1992	74/249,402	2/16/1993	1,752,320	REGISTERED	9
<b>"AMCODYNE"</b>							
U.S.	940499	7/16/1968	852,573			REGISTERED	13
<b>"CLARI-TRAC"</b>							
U.S.	920140	2/25/1992	74/249,440	10/27/1992	1,727,393	REGISTERED	11
<b>"CLARI-VAC"</b>							
U.S.	920141	2/25/1992	74/249,473	11/10/1992	1,730,915	REGISTERED	11
<b>"COLOR LIGHT GREY"</b>							
U.S.	981284#					PROPOSED	
<b>"CT2"</b>							
U.S.	022010		11/4/2002	78/181,416		PENDING	11
<b>"ELIMI-NITE"</b>							
U.S.	031740	9/11/2003	78/298,912			PENDING	9
<b>"ENGINEERED FILTER MEDIA"</b>							
U.S.	951753	10/27/1995	75/011,402	4/28/1998	2,154,058	REGISTERED	11
<b>"FILTER WORK"</b>							
U.S.	030194	2/18/2003	78/216,955			PENDING	9
<b>"FLEXI-JET"</b>							
U.S.	001472	4/11/1960	94,850	6/20/1961	717,081	REGISTERED	13
<b>"HERON Design"</b>							
U.S.	031406	10/9/2001	76/322,721	4/1/2003	2,701,937	REGISTERED	11
<b>"I.M.S."</b>							
U.S.	920142	2/25/1992	74/249,451	11/17/1992	1,732,845	REGISTERED	11

**"LEOPOLD"**

BRAZIL***	980887	3/20/1997	819,745,669			PENDING	
JAPAN	002061	12/18/2000	2000-135521	5/23/2003	4675832	REGIST.	09,11,37,42
SOUTH KOREA	002062	1/11/2001	4520010000154	8/19/2002	0006096	REGIST.	09,11,37,42
U.S.	940078	2/25/1994	74/494,184	10/3/1995	1,923,386	REGIST.	09,11,37,42
U.S.	930973	N/A		1/22/1974	977,273	REGIST.	31

**"SFC2000"**

U.S.	030195	2/18/2003	78/216,052			PENDING	9
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**"SUPERBLOCK"**

U.S.	920143	2/25/1992	74/249,470	12/8/1992	1,738,200	REGISTERED	11
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**"TROUGH GUARD"**

U.S.	980337	7/9/1998	75/515,809	9/4/2001	2,485,594	REGISTERED	11
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**"TYPE L"**

U.S.	980442					PROPOSED	
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**"TYPE S"**

U.S.	980444	5/15/1998	75/486,171	5/15/2001	2,451,358	REGISTERED	11
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**"TYPE SL"**

U.S.	980771	7/9/1998	75/516,392	2/29/2000	2,323,257	REGISTERED	11
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**"UNIVERSAL"**

U.S.	920144	2/25/1992	74/249,452	9/13/1994	1,853,574	REGISTERED	11
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**"VALVE PAC"**

U.S.	920145	2/25/1992	74/249,471	11/17/1992	1,732,706	REGISTERED	9
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2. Equipment O&M Manuals
3. Case Studies
4. Brochures
5. Data Sheets
6. Drawings
7. Website
8. Operator Training Manuals

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Domain Names

1.     Name:        fbleopold.com  
       Owner:     The F.B. Leopold Company, Inc.

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**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

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