

11-05-1998



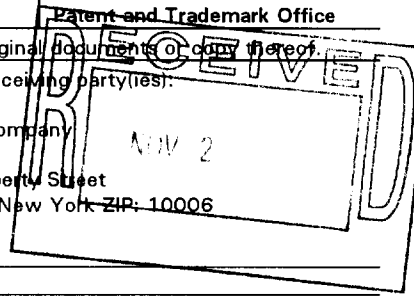
Form PTO-1594
1-31-92

11/2/98

100871918

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.



1. Name of conveying party(ies):
Coltec North Carolina Inc.
 Individuals Association
 General Partnership - Limited Partnership
 Corporation-Pennsylvania
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Bankers Trust Company
 Internal Address:
 Street Address: 130 Liberty Street
 City: New York State: New York ZIP: 10006
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation Banking
 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
 Release
 Execution Date: March 16, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

Trademark Registration No.(s)
 2,057,119

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Meredith Schorr
 Internal Address: 1155 Avenue of the Americas, Room 2732
 Street Address:
 City: New York State: NY ZIP: 10036
 Client/matter 1109671-0001 -Paul Alfaks

6. Total number of applications and registration involved: 21
 7. Total fee (37 CFR 3.41): \$ 540.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

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.

Meredith Schorr
 Name of Person Signing Meredith Schorr Signature 10/30/98 Date
 Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/04/1998 SBURMS 00000178 2057119

01 FC:481 40.00 OP
02 FC:482 500.00 OP

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS
UTILIZED BY GARLOCK INC AND OWNED BY COLTEC NORTH CAROLINA INC

| <u>Registration No.</u> | <u>Date of Registration</u> | <u>Description</u> |
|-------------------------|-----------------------------|--------------------|
| 2,057,119 | April 29, 1997 | SIGNUM |

| <u>Serial No.</u> | <u>Filing Date</u> | <u>Description</u> |
|-------------------|--------------------|---------------------------------|
| 75/213,220 | December 13, 1996 | GARLOCK SEALING TECHNOLOGIES |
| 75/326,418 | July 16, 1997 | MODEL 64 |
| 75/282,702 | April 29, 1997 | ISO-GARD |
| 75/274,704 | April 15, 1997 | QUICKSET |
| 75/274,880 | April 15, 1997 | QUICKBUSHING |
| 75/307,615 | June 12, 1997 | IFG |
| 75/313,975 | June 24, 1997 | DURATUFF |
| 75/346,277 | August 25, 1997 | MICRO-TEC |
| 75/367,992 | October 9, 1997 | SHIPSET |
| 75/367,993 | October 3, 1997 | STRESS-SAVER |

**UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS
UTILIZED BY STEMCO INC AND OWNED BY COLTEC NORTH CAROLINA INC**

| <u>Registration No.</u> | <u>Date of Registration</u> | <u>Description</u> |
|-------------------------|-----------------------------|-----------------------------------|
| 2,038,511 | February 18, 1997 | SPINDLE NUT KEEPER RING DESIGN |
| | | |
| <u>Serial No.</u> | <u>Filing Date</u> | <u>Description</u> |
| 75/345,012 | August 21, 1997 | SENTINEL |
| 75/349,954 | August 29, 1997 | SS4 |
| 75/355,075 | September 11, 1997 | HIGHER STANDARD OF PERFORMANCE |
| 75/356,563 | September 15, 1997 | ESP |
| 75/362,550 | September 25, 1997 | DISCOVER |
| 75/362,551 | September 25, 1997 | VOYAGER |
| 75/385,341 | November 5, 1997 | STEMCO & "S" Design |
| 75/406,981 | December 17, 1997 | ADVANTAGE 2000 |
| 75/408,576 | December 19, 1997 | GUARDIAN HP |

**ASSIGNMENT FOR
SECURITY IN U.S. TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each Domestic Subsidiary of Coltec Industries whose name appears on the signature pages to the Security Agreement referred to below (each an "Assignor" and collectively, the "ASSIGNORS"), hereby assigns and grants to BANKERS TRUST COMPANY ("Assignee"), with principal offices at One Bankers Trust Plaza, New York, New York 10006, as Administrative Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), a security interest in, *inter alia*, all of the right, title and interest of each of the Assignors in and to the U.S. trademarks and trademark applications set forth on Schedule A hereto (the "Trademarks") under their respective names, together with all Proceeds (as such term is defined in the Security Agreement) and products of said Trademarks, the goodwill of the businesses symbolized by said Trademarks, and the right (but not the obligation) to sue for past, present and future infringements of such Trademarks.

This Assignment is made to secure the satisfactory performance of all of the Obligations, as such term is defined in that certain Security Agreement dated as of December 18, 1996, as the same may be amended, modified or supplemented from time to time (the "Security Agreement") among Assignee and each of the Assignors. If the Security Agreement shall terminate in accordance with its terms, the Assignee shall, at the request and expense of each of the Assignors, upon such termination, execute and deliver to each Assignor a proper instrument or instruments releasing the security interest in the Trademarks acquired under this Assignment.

ASSIGNORS:

Address:

c/o Coltec Industries Inc
3 Coliseum Centre
2550 West Tyvola Road
Charlotte, North Carolina 28217

Coltec North Carolina Inc, as an Assignor

By: [Signature]
Title: VP

c/o Coltec Industries Inc
3 Coliseum Centre
2550 West Tyvola Road
Charlotte, North Carolina 28217

Garlock Inc, as an Assignor

By: [Signature]
Title: VP

c/o Coltec Industries Inc
3 Coliseum Centre
2550 West Tyvola Road
Charlotte, North Carolina 28217

Stemco Inc, as an Assignor

By: [Signature]
Title: VP

Attested to:

By: [Signature]
Title: Asst Secretary

Dated as of March 16, 1998