

12-22-1998



FORM PTO-1594

RECO

U.S. DEPARTMENT OF COMMERCE

(7/97)

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100926426

Patent and Trademark Office

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

1. Name of conveying party(ies):
 Fluid Management Limited Partnership

Entity: Partnership of the State of Illinois

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

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

Name: Fluid Management, Inc.

Address 1023 Wheeling Road
Wheeling, Illinois 60090 40

Entity: A Corporation of Delaware

3. Nature of conveyance: 13-16-98

Assignment Merger
 Security Agreement Change of Name
 Other _____

Date: October 9, 1998

If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No
 Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):

A. Trademark Application No.(s) 75/137,070 B: Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Hill & Simpson, P.C.
 Attn: Trademark Department
 85th Floor-Sears Tower
 Chicago, IL 60606

Att. Ref. No(s): T96,2628

6. Total number of trademark applications and registrations involved: 1

7. Total Fee (37 CFR 3.41) \$40.00

Enclosed

Any additional fees or credits are authorized to be charged to deposit account. A duplicate copy of this page is attached for use when applicable.

8. Deposit Account Number:
08-2290

DO NOT USE THIS SPACE

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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.

Kevin W. Guynn Kevin W. Guynn Dec 10, 1998
 Name of Person Signing Signature Date

12/21/1998 DNGUYEN 00000039 75137070

01 FC:481

40.00 DP

Total number of pages including cover sheet, attachments and document: 12

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

TRADEMARK

REEL: 1827 FRAME: 0955

ASSIGNMENT

WHEREAS, Fluid Management Limited Partnership, a limited partnership of the State of Illinois, has adopted and used in its business the trademark DURAFLOW U. S. Serial No. 75\137,070 filed July 22, 1996;

WHEREAS, FLUID MANAGEMENT, INC., a corporation of the State of Delaware whose address is 1023 Wheeling Rd., Wheeling, Illinois 60090 is desirous of acquiring said Trademark DURAFLOW and said application U. S. Serial No. 75\137,070, together with the good will of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Fluid Management Limited Partnership hereby sells, assigns, transfers and sets over unto FLUID MANAGEMENT, INC., the entire right, title, and interest in and to said Trademark and the application thereof, together with the good will of the business in connection with which the Trademark has been and is being used, all rights to continue with said Trademark, all common law rights associated therewith, together with the right to bring and maintain actions based on the Trademark

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed by its duly authorized officer on this 9th day of OCTOBER 1998.

FLUID MANAGEMENT LIMITED PARTNERSHIP

By: M.H. Lamm
Chairman of General Partner

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FLUID MANAGEMENT LIMITED PARTNERSHIP

By: *MH. [Signature]*
Chairman of General Partner