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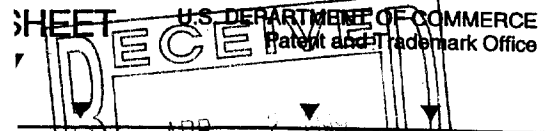
FORM PTO-1594 (Rev. 6-83) OMB No. 0651-0011 (exp. 4/94)

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Tab settings

To the Honorable Commissioner of Pat.

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

BW/IP International IP, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Flowserve Management Company Internal Address: Suite 1500 Street Address: 222 W. Las Colinas Blvd. City: Irving State: TX ZIP: 75039

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware Business Trust

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, Security Agreement, Other, Merger, Change of Name

Execution Date: December 18, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,728,892 - BW SEALS

Additional numbers attached? Yes No

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

Name: B. Joseph Schaeff

Internal Address:

Killworth Gottman Hagan & Schaeff, LLP One Dayton Centre, Suite 500

Street Address: One South Main Street

City: Dayton State: OH ZIP: 45402-

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6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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40.00 DP

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.

B. Joseph Schaeff

Name of Person Signing

Signature

March 30, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments TRADEMARK


REEL: 1880 FRAME: 0191

Certificate of Secretary

The undersigned, John M. Nanos, hereby certifies that he is the duly elected and acting Secretary of Flowserve Management Company, a business trust organized and existing under the laws of the State of Delaware.

The undersigned further certifies that attached hereto is a true and complete copy of the Agreement of Merger between Flowserve Management Company and BW/IP International IP, Inc.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name as Secretary of Flowserve Management Company this 17th day of April 1998.


Secretary
Flowserve Management Company

STATE OF DELAWARE
AGREEMENT OF MERGER
BETWEEN
FLOWSERVE MANAGEMENT COMPANY,
A DELAWARE BUSINESS TRUST
AND
BW/IP INTERNATIONAL IP, INC.,
A CALIFORNIA CORPORATION

This Agreement of Merger made and entered into on the 18th day of December, 1997, by and between FLOWSERVE MANAGEMENT COMPANY (the "Surviving Entity"), a Delaware business trust, and BW/IP INTERNATIONAL IP, INC. (the "Acquired Corporation"), a California corporation.

WITNESSETH:

WHEREAS, the Surviving Entity is a business trust organized and existing under the laws of the State of Delaware, its Certificate of Trust having been filed in the Office of the Secretary of State of the State of Delaware on December 17, 1997; and

WHEREAS, the Acquired Corporation is a corporation organized and existing under the laws of the State of California; and

WHEREAS, the aggregate number of shares which the Acquired Corporation has authority to issue is 100,000 shares, of which one share is issued and outstanding; and

WHEREAS, the Managing Trustee and the Board of Directors of both of the constituent entities deems it advisable that the Acquired Corporation be merged into the Surviving Entity on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the States of Delaware and California respectively, which permit such merger;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, the Surviving Entity and the Acquired Corporation, by their respective Managing Trustee and Board of Directors, have agreed and do hereby agree, each with the other as follows:

ARTICLE I

The Surviving Entity and the Acquired Corporation shall be merged into a single Delaware business trust, in accordance with applicable provisions of the laws of the State of Delaware and of the State of California, by the Acquired Corporation merging into the Surviving Entity, which shall be the surviving business trust.

ARTICLE II

Upon the merger becoming effective on December 31, 1997 (the time when the merger shall so become effective being sometimes herein referred to as the "EFFECTIVE DATE OF THE MERGER"):

1. The two Constituent entities shall be a single Delaware business trust, as the Surviving Entity, and the separate existence of the Acquired Corporation shall cease except to the extent provided by the laws of the State of California in the case of a corporation after its merger into another entity.
2. The effect of the merger is as otherwise provided in the applicable laws of the State of Delaware and of the State of California.

ARTICLE III

The Certificate of Trust of the Surviving Entity shall not be amended in any respect by reason of this Agreement of Merger.

ARTICLE IV

The manner of converting the outstanding shares of each of the Constituent entities shall be as follows:

1. The outstanding shares of the Acquired Corporation shall be canceled and no shares of the Surviving Entity shall be issued in exchange therefor.
2. The outstanding shares of the Surviving Entity shall remain outstanding and are not affected by the merger.
3. No additional shares shall be issued or converted in connection with this Agreement of Merger.

ARTICLE V

The Acquired Corporation shall from time to time, as and when requested by the Surviving Entity, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

IN WITNESS WHEREOF, the Surviving Entity and the Acquired Corporation, pursuant to the approval and authority duly given by resolutions adopted by their respective Managing Trustee and Board of Directors have caused this Agreement of Merger to be executed by an authorized officer of each party thereto.

FLOWSERVE MANAGEMENT COMPANY

By: 

John M. Nanos
Vice President and Secretary

BW/IP INTERNATIONAL IP, INC.

By: 

John M. Nanos
Vice President