



## TRADEMARK ASSIGNMENT

WHEREAS, Stemco Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at P.O. Box 1989, Longview, Texas 75606-1989 ("Assignor"), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as "the Marks"); and

WHEREAS, Coltec North Carolina Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee"), desires to acquire the Marks;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, Stemco, Inc. has caused this Trademark  
Assignment to be executed and delivered as of this 31<sup>st</sup> day of December, 1997.

STEMCO INC.

By:   
Name: Daniel P. Harrison  
Title: V.P. and Treas.

IN WITNESS WHEREOF, COLTEC NORTH CAROLINA INC. accepts  
this Trademark Assignment executed and delivered as of this 31<sup>st</sup> day of December,  
1997.

COLTEC NORTH CAROLINA INC.

By:   
Name: Daniel P. Harrison  
Title: President

State of North Carolina )  
County of Mecklenburg )

ss.:

On the 31st day of December, 1997 before me personally came David D. Navin, to me known, who being by me duly sworn, did depose and say that he/she is the V. P. & Treasurer of Stemco Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]

Christine Leary  
Notary Public

**MY COMMISSION  
EXPIRES 3-3-2002**

State of North Carolina )  
County of Mecklenburg )

ss.:

On the 31st day of December, 1997 before me personally came David D. Navin, to me known, who being by me duly sworn, did depose and say that he/she is President of Coltec North Carolina Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors.

[Notarial Seal]

Christine Leary  
Notary Public

**MY COMMISSION  
EXPIRES 3-3-2002**

SCHEDULE OF TRADEMARKS  
OWNED AND USED BY STEMCO, INC.

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
United States	DRIVELESS HUBODOMETER	1,105,543	11/07/78
	ENGLER	1,109,921	12/26/78
	GRIT GUARD	1,034,829	03/02/76
	HYCARB	1,977,349	05/28/96
	MISC. DESIGN <sup>1</sup>	2,038,511	02/18/97
	PRO-TORQ	1,044,631	07/27/76
	PRO TORQUE	1,417,174	11/18/86
	REVO-COUNT	876,024	09/02/69
	STEMCO	788,516	04/20/65
	STEMCO	801,703	01/11/66
	STEMCO	1,016,820	07/29/75
	STEMCO & Design	801,705	01/11/66
	STEMCO & Design	788,172	04/13/65
	STEMCO & Design	1,418,935	12/02/86
	STEMCO-ENGLER	1,394,705	05/27/86
	STEMCO-MONROE	1,420,805	12/16/86
	STEMCO SYSTEM 4	1,646,844	06/04/91
	<del>UNI-CARTRIDGE</del>	<del>1,107,793</del>	<del>12/03/78</del>

<sup>1</sup> Comprised of a nut and a spindle.

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Australia	STEMCO	A260,740	08/01/72
Benelux	STEMCO	311,619	08/02/72
Canada	STEMCO	184,806	08/11/72
	STEMCO & Design	184,807	08/11/72
Czech.	STEMCO	161,161	08/01/72
Denmark	STEMCO	VR02.353 1973	08/10/73
Finland	STEMCO	66,831	11/21/77
France	STEMCO	1,210,806	08/02/72
Germany	STEMCO	923,563	07/31/72
India	STEMCO	288,183	05/18/73
Italy	STEMCO	285,205	
Japan	GRIT GUARD	2,471,188	10/30/92
	STEMCO	733,330/95	10/09/75
Mexico	STEMCO	203,984	12/11/74
New Zealand	STEMCO	172,462	05/27/87
	STEMCO	172,463	05/27/87
S. Africa	STEMCO	72/3832	07/27/72
Spain	STEMCO	684,695	12/10/74
Sweden	STEMCO	142,675	04/13/73
U.K.	STEMCO	998,430	09/14/72



MEV 4-13-98

04-22-1998

FORM PTO-1594  
3-31-92.

RECC



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and

Initial documents or copy thereof.

100688880

receiving party(ies):

1. Name of conveying party(ies):

Stemco Inc.  
300 East Industrial Boulevard  
Longview, TX 75606-1989

Name: Coltec North Carolina Inc.

Street Address: 3 Coliseum Centre, 2550 West Tyvola Road  
City: Charlotte State: North Carolina Zip Code: 28217

- Individual(s)
- General Partnership
- Corporation: Texas
- Other
- Association
- Limited Partnership

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation - North Carolina
- Other:

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

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Execution Date: December 31, 1997

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
73/355,075

B. Trademark Registration No.(s)

1,105,543

Additional numbers attached?  Yes  No

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

Name: Scott D. Wofsy, Esq.  
Internal Address: Cummings & Lockwood  
Street Address: Four Stamford Plaza, P.O. Box 120  
City: Stamford State: Connecticut Zip: 06904-0120

6. Total number of applications and registrations involved: [ 27 ]

7. Total fee (37 CFR 3.41): \$690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0231  
(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.

Mark J. Speciner  
Name of Person Signing

Signature

April 9, 1998  
Date

Total number of pages comprising cover sheet: [ 7 ]

04/21/1998 0000162 7535075

01 FC:481  
02 FC:482

40.00 DP  
650.00 DP

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 time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1714 FRAME: 0752

TRADEMARK

REEL: 001911 FRAME: 0231



**SCHEDULE OF TRADEMARKS  
OWNED AND USED BY STEMCO, INC.**

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
United States	DRIVELESS HUBODOMETER	1,105,543	11/07/78
	ENGLER	1,109,921	12/26/78
	GRIT GUARD	1,034,829	03/02/76
	HYCARB	1,977,349	05/28/96
	MISC. DESIGN <sup>1</sup>	2,038,511	02/18/97
	PRO-TORQ	1,044,631	07/27/76
	PRO TORQUE	1,417,174	11/18/86
	REVO-COUNT	876,024	09/02/69
	STEMCO	788,516	04/20/65
	STEMCO	801,703	01/11/66
	STEMCO	1,016,820	07/29/75
	STEMCO & Design	801,705	01/11/66
	STEMCO & Design	788,172	04/13/65
	STEMCO & Design	1,418,935	12/02/86
	STEMCO-ENGLER	1,394,705	05/27/86
	STEMCO-MONROE	1,420,805	12/16/86
	STEMCO SYSTEM 4 (UNI-CARTRIDGE	1,646,844 1,107,793	06/04/91 12/05/78) wrong

<sup>1</sup> Comprised of a nut and a spindle.

TRADEMARK  
REEL: 1714 FRAME: 0753

TRADEMARK  
REEL: 001911 FRAME: 0232

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Australia	STEMCO	A260,740	08/01/72
Benelux	STEMCO	311,619	08/02/72
Canada	STEMCO	184,806	08/11/72
	STEMCO & Design	184,807	08/11/72
Czech.	STEMCO	161,161	08/01/72
Denmark	STEMCO	VR02.353 1973	08/10/73
Finland	STEMCO	66,831	11/21/77
France	STEMCO	1,210,806	08/02/72
Germany	STEMCO	923,563	07/31/72
India	STEMCO	288,183	05/18/73
Italy	STEMCO	285,205	
Japan	GRIT GUARD	2,471,188	10/30/92
	STEMCO	733,330/95	10/09/75
Mexico	STEMCO	203,984	12/11/74
New Zealand	STEMCO	172,462	05/27/87
	STEMCO	172,463	05/27/87
S. Africa	STEMCO	72/3832	07/27/72
Spain	STEMCO	684,695	12/10/74
Sweden	STEMCO	142,675	04/13/73
U.K.	STEMCO	998,430	09/14/72

TRADEMARK  
REEL: 1714 FRAME: 0754

2

TRADEMARK  
REEL: 001911 FRAME: 0233

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>APP. DATE</u>
United States	A HIGHER STANDARD OF PERFORMANCE	75/355,075	09/11/97
	ADVANTAGE 2000	75/406,981	12/17/97
	DISCOVER	75/362,550	09/25/97
	ESP	75/356,563	09/15/97
	GUARDIAN HP	75/406,576	12/19/97
	SENTINEL	75/345,012	08/25/97
	SS4 & Design	75/349,954	09/02/97
	STEMCO & Design	75/385,341	11/05/97
	VOYAGER	75/362,551	09/25/97
Japan	STEMCO & Design	104,630/1987	---

S3748881.DOC 03/25/98

TRADEMARK  
REEL: 1714 FRAME: 0755

3

TRADEMARK  
REEL: 001911 FRAME: 0234

## TRADEMARK ASSIGNMENT

WHEREAS, Stemco Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at P.O. Box 1989, Longview, Texas 75606-1989 ("Assignor"), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as "the Marks"); and

WHEREAS, Coltec North Carolina Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee"), desires to acquire the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.


TRADEMARK  
REEL: 1714 FRAME: 0756

TRADEMARK  
REEL: 001911 FRAME: 0235

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this Trademark  
Assignment to be executed and delivered as of this 31<sup>st</sup> day of December, 1997.

STEMCO INC.


By:

  
Name: David P. Harrison  
Title:

IN WITNESS WHEREOF, COLTEC NORTH CAROLINA INC. accepts  
this Trademark Assignment executed and delivered as of this 31<sup>st</sup> day of December,  
1997.

COLTEC NORTH CAROLINA INC.

By:

  
Name: David P. Harrison  
Title: President

2

TRADEMARK  
REEL: 1714 FRAME: 0757

TRADEMARK  
REEL: 001911 FRAME: 0236

State of North Carolina )  
County of Wake ) ss.:

On the 31st day of December, 1997 before me personally came David D. Navin, to me known, who being by me duly sworn, did depose and say that he/she is the V. P. & Treasurer of Stemco Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]

Christina Leary  
Notary Public

MY COMMISSION  
EXPIRES 3-3-2002

State of North Carolina )  
County of Wake ) ss.:

On the 31st day of December, 1997 before me personally came David D. Navin, to me known, who being by me duly sworn, did depose and say that he/she is President of Coltec North Carolina Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors.

[Notarial Seal]

Christina Leary  
Notary Public

MY COMMISSION  
EXPIRES 3-3-2002