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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

SEP 17 AM 11:14
OPR/FINANCE

9.17.99

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

1. Name of conveying Party(ies):
Crane Technologies Group, Inc.
Crane Holding Corporation
CTG Operations, Inc.
Crane Motorsports Corporation

2. Name and address of receiving party(ies):
Name: Deutsche Financial Services Corporation
Internal Address: Suite 700
Street Address: 3225 Cumberland Boulevard

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Release
- Merger
- Change of name

Execution Date: July 8, 1999

City: Atlanta State: Georgia Zip: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Schedule A of Security Agreement

B. Trademark Registration No.(s)

See Schedule A of Security Agreement

Additional numbers attached? Yes No

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

Name: Peter J. Pawlak, Esq.
Internal Address: Troutman Sanders LLP

Street Address: 600 Peachtree Street, N.E.
Suite 5200

City: Atlanta

State: GA Zip: 30308-2216

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) \$ 465.00

Enclosed

Authorized to be charged to deposit account

(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.

James D. Wright

Name of Person Signing

Signature

September 17, 1999

Date

09/22/1999 DNGUYEN 00000267 75434451

01 FC:481 40.00 OP
02 FC:482 425.00 OP
OMB No. 0651-0011 (exp. 4/94)

Total number of pages comprising cover sheet: 18

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.

U.S. Trademark Applications & Registrations Owned by Crane Entities

Mark	App./Reg. No.	App./Reg. Date	Intl. Class	Status	Owner	Leinholder
POWERMAX (Stylized)	75/434,451	02/13/98	7	Pending	Crane Technologies Group, Inc.	
FIREBALL	2,176,547	07/28/98	7	Registered	Crane Technologies Group, Inc.	
FIREBALL	75/977,654	04/30/97	16,21	Pending (ITU)	Crane Technologies Group, Inc.	
FIREBALL	75/283,943	04/30/97	9	Pending	Crane Technologies Group, Inc.	
CRANE CAMS HI-POWER (Stylized)	2,078,779	07/15/97	7	Registered	Crane Technologies Group, Inc.	
CRANE CAMS (Stylized)	1,953,969	02/06/96	42	Registered	Crane Cams Incorporated	Churchill Capital Partners-II (Security Interest 1/6/94)
CRANE CAMS (Stylized)	1,961,268	03/12/96	7,9	Registered	Crane Cams Incorporated	Churchill Capital Partners-II (Security Interest 1/6/94)
ENERGIZER	1,748,137	01/26/93	7,12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94)
HI INTENSITY	1,650,587	07/16/91	7,12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94)
BLUE RACER	1,577,657	01/16/90	12	Registered	CTG Operations, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94)
PERFORMANCE CAMS & COMPONENTS and Design	1,488,343	05/17/88	12	Registered	Crane Technologies Group, Inc.	Greyhound Financial Corporation (Security Interest 12/29/93)
KOOL NUTS	1,536,311	04/25/89	12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94)
POSI-STOP	1,401,985	07/22/86	9	Registered	Crane Cams Incorporated	Greyhound Financial Corporation (Security Interest 12/29/93)
CAM-PUTER (Stylized)	1,401,985	07/22/86	9	Registered	Crane Cams Incorporated	Churchill Capital Partners-II (Security Interest 1/6/94)
						Greyhound Financial Corporation (Security Interest 12/29/93)

U.S. Trademark Applications & Registrations Owned by Crane Entities

Mark	Appl./Reg. No.	Appl./Reg. Date	Intl. Class	Status	Owner	Leinholder
HI INTENSITY	1,319,272	02/12/85	12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94) Greyhound Financial Corporation (Security Interest 12/29/93) *Southeast Bank, N.A. (Security Interest 9/30/88)
ENERGIZER and Design	1,314,488	01/15/85	12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94) Greyhound Financial Corporation (Security Interest 12/29/93) *Southeast Bank, N.A. (Security Interest 9/30/88)
CAM DYNAMICS and Design	1,287,040	07/24/84	12	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94) Greyhound Financial Corporation (Security Interest 12/29/93) *Southeast Bank, N.A. (Security Interest 9/30/88)
COMPUCAM	913,069	06/08/71	7	Registered	Crane Technologies Group, Inc.	Churchill Capital Partners-II (Security Interest 1/6/94) Greyhound Financial Corporation (Security Interest 12/29/93) *Southeast Bank, N.A. (Security Interest 9/30/88)
Firewire	75/283944	04/30/97	7, 8, 16, 21, 25	Pending	Crane Technologies Group, Inc.	

*First Union Corporation purchased assets of Southeast Bank and has been provided with the information necessary to release the secured interest in any and all intellectual property. Release to be provided upon receipt from First Union.

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 8th day of July, 1999, among CRANE TECHNOLOGIES GROUP, INC., a Florida corporation ("CTG"), CRANE HOLDING CORPORATION, a Florida corporation ("Crane Holding"), CTG OPERATIONS, INC., a Florida corporation ("CTG Operations"), CRANE MOTORSPORTS CORPORATION, a Florida corporation ("Crane Motorsports"; CTG, Crane Holding, CTG Operations and Crane Motorsports are sometimes referred to herein as an "Assignor" and collectively as the "Assignors"), and DEUTSCHE FINANCIAL SERVICES CORPORATION (the "Lender").

WHEREAS, the Assignors have entered into that certain Loan and Security Agreement dated as of July ____, 1999 (as amended, supplemented and modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement), with the Lender; and

WHEREAS, it is a condition precedent to the Lender's obligation to make loans under the Loan Agreement that the Assignors grant to the Lender a security interest and Lien on all of the Assignors' trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises, the Assignors hereby agree with the Lender as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Assignors hereby grant, assign and convey to the Lender a security interest in the entire right, title and interest in and to the United States ("U.S.") and international trademarks and service marks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by such trademarks and service marks, all licenses relating thereto, and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, service marks, trademark and service mark registrations, applications for registration, goodwill, licenses, proceeds, and other related rights are collectively called the "Trademarks").

2. Representations and Warranties.

- (a) Each Assignor represents and warrants that:

- (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in their country of registration or the respective states thereof;
- (ii) Each of the Trademarks is valid and enforceable in their country of registration and the respective states thereof;
- (iii) Except as noted on **Schedule B**, an Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, and covenants by any Assignor not to sue third persons;
- (iv) Each Assignor will make all necessary filings to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings in the U.S. Patent and Trademark Office, and will diligently endeavor to ensure that the filings appear of record in the U.S. Patent and Trademark Office;
- (v) Each Assignor has the unqualified right, power and authority to execute, deliver and perform this Agreement; and
- (vi) Until all of the Obligations shall have been satisfied in full, no Assignor will enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement without the Lender's prior written consent.

3. Conditional Grant of Additional Trademarks.

If, before the Obligations shall have been satisfied in full, (i) any Assignor shall have, or obtain ownership of, any trademark or service mark, including any registration or application therefor, or (ii) any trademarks or service marks filed by any Assignor as intent-to-use applications, including, without limitation, those listed in **Schedule A** attached hereto and by reference made a part hereof, become federal registrations in the U.S. Patent and Trademark Office, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks, or other marks of any Assignor which are confusingly similar to such mark, and such Assignor shall give to the Lender prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to any Assignor. Each Assignor shall perform all acts and execute all documents reasonably requested by the Lender at any time and from time to time to evidence, perfect, maintain, record and enforce the Lender's security interest in the Trademarks, including, without limitation, any trademarks or service marks falling under this Paragraph. All such trademarks, service marks, or registrations therefor shall be considered Trademarks under this Agreement.

Furthermore, if, before the Obligations shall have been satisfied in full, any Assignor has filed any intent-to-use applications, any such intent-to-use application shall be automatically included in **Schedule A**.

4. Modification of Agreement.

Each Assignor authorizes the Lender to modify this Agreement by amending **Schedule A** to include any additional trademarks, service marks, registrations or applications for registration thereof pursuant to Paragraphs 1 and 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office or, in the reasonable discretion of the Lender, in the trademark office of any relevant country at the expense of the Assignors.

5. Covenants of Assignors.

(a) Each Assignor covenants as follows: (i) that it will maintain and assume primary responsibility for the high standard of quality which has become associated with the Trademarks; (ii) that the Lender from time to time and upon request shall have the right to inspect samples of the goods and services with respect to which the Trademarks will be used (the "Goods") and the premises at which the Goods are produced; and (iii) that the Lender shall have the right to prevent use of the Trademarks on Goods which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) Each Assignor agrees that it shall use and maintain all right, title and interest in and to the Trademarks, and the Assignors will not abandon or permit the expiration of any of the Trademarks, unless so directed by a court of law. Should an Assignor determine that one or more of the Trademarks is no longer desirable in the conduct of the business of such Assignor, or otherwise determine that such Assignor is unable, pursuant to applicable law, to maintain said Trademark(s), such Assignor shall notify the Lender, in writing, of such determination prior to abandoning any such Trademark(s). Each Assignor further agrees that (i) it shall give the Lender written notice, and a complete copy, of any license or sublicense of the Trademarks; and (ii) on all goods bearing the Trademarks and on the first use or appearance of each Trademark in any publications, the Assignor or its licensees will include such notices of registration as are required from time to time under applicable law.

(c) With respect to each Trademark, each Assignor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in the trademark office of any country or in any court, to: (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without reservation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings, unless the applicable Assignor shall have previously determined that such use or the pursuit or maintenance thereof is no longer desirable in the conduct of the business of such Assignor and that the loss thereof will not have a materially adverse effect (in which event such Assignor shall notify the Lender in writing of such determination prior to any such action). Each Assignor

agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any and all expenses incurred in connection with such activities shall be borne by the Assignors.

6. **Remedies Upon Default; Power of Attorney.**

(a) If any Event of Default under the Loan Agreement shall have occurred, upon the election of the Lender in its sole discretion, all right, title and interest in and to the Trademarks shall be granted, assigned, conveyed and delivered to the Lender or its designee, and each Assignor hereby irrevocably constitutes and appoints the Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Assignor and in the name of such Assignor or the Lender's own name or the name of the Lender's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and by reference made a part hereof (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect all proceeds from the Trademarks (including, without limitation, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the Loan Agreement, any goods covered by the registrations listed on **Schedule A** to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on **Schedule A**, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Lender in its sole discretion, and such payments made by the Lender to become the obligations of the Assignors to the Lender, due and payable immediately without demand.

(b) The Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Lender may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the Obligations. Notice of any sale or other disposition of the Trademarks shall be given to the Assignors, via notice to the Borrowers' Agent as provided in the Loan Agreement, at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Assignors hereby agree 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, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any

Assignor, which right is hereby waived and released. Each Assignor hereby agrees to execute any documents reasonably requested by the Lender in connection with any disposition hereunder.

7. Termination of Agreement.

At such time as all of the Obligations shall have been satisfied and the Lender shall have no further obligations to lend under the Loan Agreement, the Lender shall, at Assignors' expense, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignors unencumbered title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

8. Limitation of Liability and Indemnification.

Each Assignor hereby releases the Lender from, and agrees to hold the Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Lender's gross negligence or willful misconduct), and each Assignor agrees to indemnify the Lender from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees actually incurred) arising from or in any way related to the Trademarks, and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between any Assignor 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 shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, any Security Document or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

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 other clause or provision of this Agreement in any jurisdiction.

12. Survival.

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.

13. Counterparts.


This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.


IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

CRANE TECHNOLOGIES GROUP, INC.

By: 
Name: Eugene E. Ezzell
Title: Chief Executive Officer


[CORPORATE SEAL]

CRANE HOLDING CORPORATION

By: 
Name: Eugene E. Ezzell
Title: Chief Executive Officer


[CORPORATE SEAL]

CTG OPERATIONS, INC.

By: 
Name: Eugene E. Ezzell
Title: Chief Executive Officer

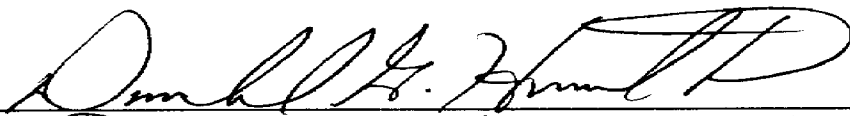
[CORPORATE SEAL]

CRANE MOTORSPORTS CORPORATION

By: 
Name: Eugene E. Ezzell
Title: Chief Executive Officer

[CORPORATE SEAL]

DEUTSCHE FINANCIAL SERVICES
CORPORATION

By: 
Name: DONALD G. HAMILTON
Title: EXECUTIVE VICE PRESIDENT

Schedule A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Registration No.</u>
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See Attached

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Serial No.</u>
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See Attached

U.S. Trademark Applications & Registrations Owned by Crane Entities

CRANE TECHNOLOGIES GROUP (Stylized "C")	T93000001461	12/06/93	7,9,37	Registered (Florida)	Crane Cams, Incorporated	
CRANE TECHNOLOGIES GROUP (Stylized "C")	T94000001548	12/08/94	42	Registered (Florida)	Crane Technologies Group, Inc.	
FIREBALL	T97000000515	05/09/97	7	Registered (Florida)	Crane Technologies Group, Inc.	
FIREWIRE	T97000000949	08/07/97	7	Registered (Florida)	Crane Technologies Group, Inc.	
FIREBALL	T97000001234	10/09/97	9,25	Registered (Florida)	Crane Technologies Group, Inc.	
POWERMAX (Stylized)	T98000000210	02/23/98	7	Registered (Florida)	Crane Technologies Group, Inc.	

Foreign (Non-U.S.) Trademark Applications & Registrations Owned by Crane Entities

Country	Mark	Appl./Reg. No.	Appl./Reg. Date	Intl. Class	Status	Owner	Lienholder
Benelux	CRANE CAMS and Design	587832	12/19/95	7,9	Registered	Crane Technologies Group, Inc.	
Benelux	CRANE	543577	11/03/93	7,9	Registered	Crane Cams, Incorporated	
Canada	CRANE TECHNOLOGIES GROUP (Stylized "C")	TMA471,820	02/28/97	6,7,9,12,16,37,42	Registered	Crane Technologies Group, Inc.	
Canada	CRANE TECHNOLOGIES GROUP	TMA464,773	10/25/96	6,7,9,12,42	Registered	Crane Technologies Group, Inc.	
Canada	CRANE CAMS and Design	TMA321,220	11/28/86	7,12	Registered	Crane Technologies Group, Inc.	
France	CRANE CAMS and Design	96 607522	01/25/96	7,9	Registered	Crane Technologies Group, Inc.	
Germany	CRANE CAMS (Stylized)	39551279	07/08/97	7,9	Registered	Crane Technologies Group, Inc.	
UK	CRANECAMS and Design	2047932	12/08/95	7,9	Registered	Crane Technologies Group, Inc.	
UK	CRANE	B1532219	04/06/93	9	Registered	Crane Technologies Group, Inc.	
Australia	CRANE CAMS	425074		12	Registered	Crane Cams, Inc.	
Brazil	CRANE CAMS (Stylized)	819851833	03/17/97	7	Pending	Crane Technologies Group, Inc.	
Sweden	CRANE CAMS (Stylized)	95-14401	02/16/96	7, 9	Pending	Crane Technologies Group, Inc.	
New Zealand	CRANE CAMS (Stylized)	272115	01/29/98	7	Registered	Crane Technologies Group, Inc.	
New Zealand	CRANE CAMS (Stylized)	272116	01/29/98	9	Registered	Crane Technologies Group, Inc.	
Finland	CRANE CAMS (Stylized)	209732	04/30/98	7, 9	Registered	Crane Technologies Group, Inc.	
Finland	CRANE	137324	04/20/95	7, 9	Registered	Crane Technologies Group, Inc.	

0430106.01

Schedule B

Liens and Claims of Third Parties

Exhibit A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT, dated the ___ day of _____, _____, from CRANE TECHNOLOGIES GROUP, INC., a Florida corporation ("CTG"), CRANE HOLDING CORPORATION, a Florida corporation ("Crane Holding"), CTG OPERATIONS, INC., a Florida corporation ("CTG Operations"), CRANE MOTORSPORTS CORPORATION, a Florida corporation ("Crane Motorsports"; CTG Crane Holding, CTG Operations and Crane Motorsports are sometimes referred to herein as an "Assignor" and collectively as the "Assignors"), to DEUTSCHE FINANCIAL SERVICES CORPORATION (the "Assignee"), recites and provides:

WHEREAS, the Assignors are the owners of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain all of the Assignors' right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of such Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. Each Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

Each Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

Each Assignor warrants and represents that it is the sole owner of the interest conveyed by it hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect such Assignor's ability to transfer such interest.

Each Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignors have executed this Assignment as of the day and year first above written.

CRANE TECHNOLOGIES GROUP, INC.

By: _____
Name: _____
Title: _____

CRANE HOLDING CORPORATION

By: _____
Name: _____
Title: _____

CTG OPERATIONS, INC.

By: _____
Name: _____
Title: _____

CRANE MOTORSPORTS CORPORATION

By: _____
Name: _____
Title: _____

Schedule A

0425710.01

RECORDED: 09/17/1999

**TRADEMARK
REEL: 001962 FRAME: 0644**