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U.S. Patent & TMO/TM Mail Rcpt Dt. #22

101237694

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies):
Coffin Turbo Pump, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: December 9, 1999

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

Name: First Source Financial LLP

Internal Address: _____

Street Address: 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: Illinois Zip: 60008

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other Illinois Limited Liability Partnership

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,844,125 1,844,123 1,438,965 716,445
755,967

Additional numbers attached? Yes No

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

Name: Sean M. Venden

Internal Address: Schiff Hardin & Waite

Street Address: 6600 Sears Tower
233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 140.00

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.

Sean M. Venden
Name of Person Signing

December 16, 1999
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)
01/05/2000 REGITER 00000015 1844125

01 FC:481 140.00 OP
02 FC:482 100.00 OP

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Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

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COLLATERAL PATENT, TRADEMARK, COPYRIGHT
AND LICENSE ASSIGNMENT AND GRANT OF SECURITY INTEREST

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT AND GRANT OF SECURITY INTEREST ("Assignment and Grant") made as of December 7, 1999 by COFFIN TURBO PUMP, INC., a Delaware corporation (the "Assignor"), with a mailing address at 326 South Dean Street, Englewood, New Jersey 01763, to First Source Financial LLP ("Assignee"), with a mailing address at 2850 West Golf Road, Fifth Floor, Rolling Meadows, Illinois 60008.

W I T N E S S E T H:

WHEREAS, Assignor and Coffin World Water Systems, LLC, a Delaware limited liability company, have entered into that certain Secured Credit Agreement dated as of December 7, 1999 (as amended, modified or supplemented from time to time, the "Credit Agreement") with Assignee; and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment and Grant;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Collateral Assignment of Patents, Trademarks, Copyrights and Licenses. To secure the complete and timely satisfaction of all of the Liabilities: (A) the Assignor hereby grants, conveys and assigns to Assignee, the entire right, title and interest of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding

thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(B) the Assignor hereby grants a security interest in all of Assignor's right, title and interest in, to and under:

(i) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks").

(ii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (hereinafter included in definition of "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses").

(iii) the goodwill of Assignor's business connected with and symbolized by the Marks.

provided, however, that there shall be excluded from the foregoing assignment and grant of security interest any of the existing Licenses to which Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such assignment or grant; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this assignment and grant of a security interest.

3. Restrictions on Future Agreements. Assignor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment and Grant, and Assignor further agrees and covenants that without Assignee's prior written

consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment and Grant. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. Certain Covenants, Representations and Warranties of Assignor. Assignor covenants, represents and warrants (to the best of Assignor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Assignor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses listed on Schedules C and D, and (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Related Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment and Grant by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedule C or E, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that the use by or security interest of Assignee of or in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location if any is

specified for Assignor's use in the applicable License) and, without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments and security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. Grant of License to the Assignor. Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to reproduce, adopt, distribute, perform and display all works and all materials covered by the Copyrights, to exercise Assignee's rights under the Patent and Copyright Licenses, and to make, have made, use and sell products conforming to the inventions, or made by a process, disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7 without the prior written consent of Assignee. From and after the occurrence and during the continuance of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents, Copyrights and Patent and Copyright Licenses as set forth in this Section 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, during business hours, with reasonable notice, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. Termination of the Assignor's Interest. This Assignment and Grant is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Assignee or any Lender pursuant hereto or pursuant to any of the other Related Documents, title to the Patents, Copyrights and Licenses shall automatically revert to Assignor and the security interest in the Marks and the Trademark Licenses shall automatically be extinguished. Assignee shall, at Assignor's expense, execute and deliver to Assignor, all termination statements and other instruments as may be necessary or proper to terminate Assignee's interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment and Grant, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Related Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee or any Lender.

10. Duties of the Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service

mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment and Grant 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 Assignment and Grant in any jurisdiction.

14. Modification. This Assignment and Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment and Grant.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Related Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in good faith to be in the best interest of Assignee and Lenders, (iii) grant or issue any exclusive or non-exclusive license under the Patents,

Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment and Grant is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement or any of the Related Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment and Grant, all rights and remedies 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 Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases the Assignee and Lenders from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. Binding Effect; Benefits. This Assignment and Grant shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and Lenders and their respective successors, assigns and nominees.

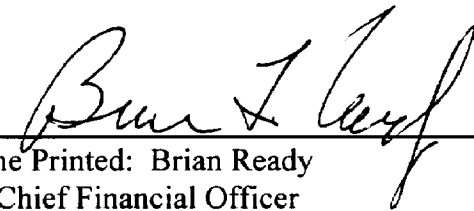
18. Governing Law. This Assignment and Grant shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

WITNESS the due execution hereof as of the date first above written.

COFFIN TURBO PUMP, INC.


Address:

326 South Dean Street
Englewood, New Jersey 07631
Attention: Chief Financial Officer
Telephone: (201) 568-4700
Facsimile: (201) 568-4716

By: 
Name Printed: Brian Ready
Its: Chief Financial Officer

(SEAL)

Attest:

By: 
Title: President + CEO

STATE OF New Jersey)
COUNTY OF Bergen) SS.

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Brian Ready, personally known to me to be the Chief Financial officer, Coffin Turbo Pump, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Agreement, appeared before me this day and acknowledged that he signed and delivered said assignment and grant as such officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the board of directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 7 day of December, 1999.

(NOTARIAL SEAL)

Migdalia Ortiz
Notary Public **MIGDALIA ORTIZ**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 5, 2004

My Commission Expires: 12-5-04

ACCEPTANCE

The undersigned, First Source Financial LLP, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Interest as of the 9th day of December, 1999 in Chicago, Illinois.

FIRST SOURCE FINANCIAL LLP

By: First Source Financial, Inc.

Its: Manager

By:  _____

Name Printed: _____

Its: _____

2850 West Golf Road - Fifth Floor
Rolling Meadows, Illinois 60008
Attention: Contract Administration
Telecopy: (847) 734-7910, 7911
Telephone: (847) 734-2000

SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)

STATE OF NEW JERSEY)
) SS.
COUNTY OF BERGEN)

KNOW ALL MEN BY THESE PRESENTS, that Coffin Turbo Pump, Inc., a Delaware corporation, with its principal office at, 326 South Dean Street, Englewood, New Jersey 07631 ("Assignor"), pursuant to a Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Interest, dated the date hereof (the "Collateral Assignment and Grant"), hereby appoints and constitutes First Source Financial LLP, an Illinois registered limited liability partnership, with offices at 2850 West Golf Road, Rolling Meadows, Illinois 60008 ("Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the patents and trademarks listed on Schedules A, B and C of the Collateral Assignment and Grant, and including those patents, trademarks, copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or grant or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Collateral Assignment and Grant, dated as of December 9, 1999, between Assignor and Assignee and may not be revoked until the payment in full of all Liabilities as defined in the Credit Agreement referred to in the Collateral Assignment and Grant.

(SEAL)

COFFIN TURBO PUMP, INC

By: 
Its: Chief Financial Officer

COFFIN TURBO PUMP, INC.

Schedule A – Patents

None

COFFIN TURBO PUMP, INC.

Schedule B - Copyrights

None

Schedule C--Patent and Copyright Licenses

None

COFFIN TURBO PUMP, INC.

Schedule D – Trademarks

Coffin trademarks (name/logo) – see attached list

Carter trademarks (name/logo) – see attached list

Carter logo

COFFIN - CURRENT

COUNTRY	REGISTRATION NO. APPLICATION NO.	TRADEMARK & CLASS	NEXT ACTION DATE	RENEWAL DATE	PERIOD	FILING DATE	PROOF OF USE/SPECIAL REQUIREMENTS	REPRESENTED BY/ COMMENTS
PORTUGAL	REG. # 165381	COFFIN CLASS 7	December 2008	FEB 20, 2009	5 YEARS		NONE	LADAS & PARRY
FRANCE	REG. # 1469343	COFFIN CLASS 7, 10, 11 & 12	MARCH 2009	JUNE 1, 2009	10 YEARS		AFTER 5 YEARS?	LADAS & PARRY (TRANSF FROM RINUY, SANTARELLI 399)
FRANCE	REG. # 1469344	COFFIN IN SHIELD CLASS 7, 10, 11 & 12	MARCH 2009	JUNE 1, 2009	10 YEARS		AFTER 5 YEARS?	LADAS & PARRY (TRANSF FROM RINUY, SANTARELLI 399)
ITALY	REG. # 601115 EFFECTIVE: AUG 22, 1980	COFFIN CLASS 7 & 12	06/23/2008 USE AFFID. not required	AUG 22, 2008	10 YEARS		PROOF OF USE not required if used within three years.	LADAS & PARRY (TRANSF FROM ING. BARAZANO & ZANARDO - 399)
GREECE	REG. # 40790	COFFIN CLASS 8 & 7	AUGUST 2008	NOV. 18, 2008	10 YEARS		AFTER 3 YEARS?	LADAS & PARRY
BENELUX	REG. # 57071	COFFIN CLASS 7, 9, 11, 12	MAY 1999	AUG. 27, 1999 (no present)	10 YEARS		5 Years	LADAS & PARRY (TRANSF FROM OFFICE HIRKPATRICK 399)
WEST GERMANY	REG. # 800713	COFFIN CLASS 7, 11, 12	JAN. 2000	APR. 22, 2000	10 YEARS		NONE	LADAS & PARRY (TRANSF FROM WEICHMANN & WEICHMANN - 399)
U.S.A.	REG. # 1,844,128 EFFECTIVE: JUL 12, 1994	INTL CL. 7 - U.S. CL. 73	JUL 12, 2000 USE AFFID. DUE	JUL 12, 2004	10 YEARS		FILE USE AFFIDAVIT BEFORE END OF 8TH YR	LADAS & PARRY
U.S.A.	REG. # 1,844,123 EFFECTIVE: JUL 12, 1994	COFFIN IN DESIGN INTL CL. 7 - U.S. CL. 23	JUL 12, 2000 USE AFFID. DUE	JUL 12, 2004	10 YEARS		FILE USE AFFIDAVIT BEFORE END OF 8TH YR	LADAS & PARRY
JAPAN	REG. # 850983 EFFECTIVE: JUL 29, 1992	COFFIN IN SHIELD CLASS 9	OCT. 18, 2001	APR. 17, 2002	10 YEARS			LADAS & PARRY
GR. BRITAIN & NORTHERN IRELAND	REG. # 851210	COFFIN CLASS 7	AUG. 2004 IN RENEWAL	NOV. 18, 2004	14 YEARS		NONE	(TRANSF FROM YUASA & HARA - 399)
JAPAN	REG. # 3083801 EFFECTIVE: JUL 31, 1993	COFFIN IN KATANA INTL. CL. 7	FEB. 2008 IN RENEWAL 7/10/08 USE AFFID. DUE	JUL 31, 2005	10 YEARS		FILE USE AFFIDAVIT 3 YEARS PRIOR TO EXPIRATION OF REG. (p. JUL 31, 2002)	LADAS & PARRY (TRANS FROM MATHUSEN, MACARA 399)
TAIWAN	REG. # 683247	COFFIN CLASS 07	AUG. 2008 IN RENEWAL	NOV. 30, 2003	10 YEARS		N/A	LADAS & PARRY
TAIWAN	REG. # 721841	COFFIN & DESIGN CLASS 07	AUG. 2008 IN RENEWAL	NOV. 30, 2006	10 YEARS		FILE USE AFFIDAVIT 1 YEAR PRIOR TO EXPIRATION OF REG. (p. NOV. 30, 2004)	LADAS & PARRY
CANADA	REG. # 100334	COFFIN	FEB. 2018	MAY 22, 2016	16 YEARS		AFTER 3 YEARS?	LADAS & PARRY (TRANSF. FROM FETHERSTONHAUGH & CO. 399)
SPAIN	REG. # 1886585	COFFIN INTL CLASS 7	JAN 2004 IN RENEWAL AUG. 2008 USE AFFID. DUE SEPT. 2008	APR 21, 2004	10 YEARS	04/1/04	PROOF OF USE DUE WITHIN 5 YEARS.	LADAS & PARRY TAKES BEING PAID AUG. 1998 FOR DUE DATE OF 4/1/99
KOREA	REG. # 329550	COFFIN KOREAN CLASS 38	SEPT. 2008	DEC. 18, 2005	10 YEARS		PROOF OF USE DUE WITHIN 3 YEARS	LADAS & PARRY
KOREA	REG. # 329558	COFFIN & DESIGN KOREAN CLASS 38	SEPT. 2008	DEC. 18, 2005	10 YEARS		PROOF OF USE DUE WITHIN 3 YEARS	LADAS & PARRY
MALAYSIA	REG. # MA908694	COFFIN CLASS 087	July 2001	Oct. 5, 2001	7 Years		Registration may be cancelled for 3 years of non-use.	LADAS & PARRY
INDONESIA	REG. # 382710	COFFIN INTL CLASS 7	JULY 2004	10/11/2004	10 Years	10/11/04	Cancelled if not used within 3 years	LADAS & PARRY Received Original Registration 12/22/97

COUNTRY	REGISTRATION NO. APPLICATION NO.	TRADEMARK & CLASS	ACTION DATE	RENEWAL DUE	PERIOD	FILING DATE	PROOF OF USE/SPECIAL REQUIREMENTS	REPRESENTED BY/ COMMENTS
INDONESIA	REG.# 202101 NEW REG.# 6520	COFFIN & DESIGN INTL CLASS 7 COFFIN INTL CLASS 7 IN U.A.E.	JULY 2004 MAY 2004	10/11/2004 08/21/2004	10 Years 10 Years	10/11/04 08/21/04	Cancelled if not used within 3 years Cancelled if not used within 5 years	LADAS & PARRY Received Original Registration 1/27/97 LADAS & PARRY RECEIVED ONG. REG. CERT 1/27/97
SINGAPORE	REG.# S/0100/04	COFFIN INTL CLASS 7	09/20/2004	09/20/2004	10 Years	SEPT. 20, 1904	Cancelled if not used within 5 years	LADAS & PARRY
SINGAPORE	NEW REG.# S/0101/04	COFFIN & DESIGN INTL CLASS 7	09/20/2004	09/20/2004	10 Years	SEPT. 20, 1904	Cancelled if not used within 5 years	LADAS & PARRY
EUROPEAN COMMUNITY	NEW APP# 132717	COFFIN CLASS 007	JANUARY 2008	04/01/2008	10 YEARS	APR 1, 1908	Cancelled if not used within 5 years	LADAS & PARRY
EUROPEAN COMMUNITY	NEW APP# 032003	COFFIN & DESIGN CLASS 007	JANUARY 2008	04/01/2008	10 YEARS	APR 1, 1908	Cancelled if not used within 5 years	LADAS & PARRY

TRADEMARKS

COFFIN - PENDING RENEWALS & NEW APPLICATIONS

COUNTRY	REGISTRATION NO. APPLICATION NO.	TRADEMARK & CLASS	NEXT ACTION DATE	RENEWAL DATE	PERIOD	FILED	PROOF OF USE/SPECIAL REQUIREMENTS	REPRESENTED BY/ COMMENTS
MALAYSIA	NEW APPL. RM493808PM	COFFIN & DESIGN CLASS 007	PENDING REG. CERT.			OCT. 8, 1994		LADAS & PARIY

CARTER PUMP - CURRENT

COUNTRY	REGISTRATION NO. APPLICATION NO.	TRADEMARK & CLASS	FILED ACTION DATE	EXPIRATION DATE	PERIOD	PROOF OF USE/SPECIAL REQUIREMENTS	REPRESENTED BY/ COMMENTS
U.S.A.	1436885	CARTER & DESIGN (PUMP BOYS)	FILED: 5/12/87 RENEWAL: 2/12/07	08/12/2007	20 YEARS	FILE USE AFFIDAVIT PRIOR TO END OF 5TH YR	CUYLER BURKE
U.S.A.	716445	HUMDINGER	FILED: 6/6/81 RENEWAL DATE: 3/6/2001	06/06/2001	20 YEARS		CUYLER BURKE
U.S.A.	765967	SCAVENGER	FILED: 6/3/83 RENEWAL DATE: 6/3/2003	09/03/2003	20 YEARS		CUYLER BURKE

COFFIN TURBO PUMP, INC.

Schedule E – Trademark Licenses

None

PHLEGAL: #809400 v1 (HCIC011.WPD)

RECORDED: 12/16/1999

**TRADEMARK
REEL: 002006 FRAME: 0660**