04-18-2000

19 US/J428-008 US

## RECORDAT



101323855

To: The Commissioner of Patents and Trademarks

1. Conveying Party: Sterling Fluid Systems (USA) Inc.

P.O. Box 7026

2005 Dr. Martin Luther King, Jr. Aven

Indianapolis, Indiana 46207-7026

2. Receiving Party: Sterling Fluid Systems B.V.

Prof. Bavincklaan 5

1180 AE Amstelveen, The Netherlands

Receiving Party is: a private company with limited liability

Citizenship/State (Country) of Incorporation/Organization: The Netherlands

If Receiving Party is not domiciled in the United States, a domestic representative designation is attached: [X]Yes [] No

3. Conveyance Type: Assignment

**Effective Date:** February 15, 2000

4. Application/Registration Numbers:

525,608 763,444 1,142,986 1,831,101 1,936,621 862,344 898,700 1,531,643 1,846,509 2,143,034

5. Correspondence concerning documents should be mailed to:

NOTARO & MICHALOS P.C.
Empire State Building, 350 Fifth Avenue
Suite 6902
New York, New York 10118-6985

- 6. Total number of applications/registrations involved: 10
- 7. Total fee (37 CFR 3.41) (\$40.00 first/\$25 after): \$265.00
- 8. The Commissioner is authorized to charge any underpayment or credit any overpayment to deposit account number: 14-1431

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.

Angelo Notaro

March 2 , 2000

04/18/2000 DCOATES 00000138 525608

01 FC:481 02 FC:482 OTAL NUMBER OF PAGES INCLUDING COVER SHEET: 13

TRADEMARK
REEL: 002053 FRAME: 0611

## **ASSIGNMENT**

THIS ASSIGNMENT, made by and between Sterling Fluid Systems (USA) Inc., a Delaware corporation, P.O. Box 7026, 2005 Dr. Martin Luther King, Jr. Avenue, Indianapolis, Indiana 46207-7026 (hereafter called "Assignor") and Sterling Fluid Systems B.V., Bavinckstaete, Prof. Bavincklaan 5, 1180 AE Amstelveen, The Netherlands (hereinafter called "Assignee").

WHEREAS, the Assignor is the sole and exclusive owner of the following trademarks (hereinafter called "Assigned Marks"), as well as the United States trademark registrations of the trademarks:

ASSIGNED MARK	REGISTRATION NO.
LA BOUR	525,608
LA BOUR	862,344
CENTERLINE (Stylized)	763,444
UNI-PRESSURE	898,700
TSE	1,142,986
PEERLESS	1,531,643
PERFORMER	1,831,101
PEERLESS PUMP & DESIGN	1,846,509
FLUSH KLEEN	1,936,621
HC-PLUS	2,143,034

WHEREAS, the Assignee is desirous of acquiring said Assigned Marks and the

TRADEMARK REEL: 002053 FRAME: 0612 United States trademark registrations therefor;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other

good and valuable consideration, receipt of which is hereby acknowledged, the parties

hereto agree as follows.

The Assignor does hereby sell, assign, transfer and convey to the Assignee, its

successors and assigns or their legal representatives, the entire right, title and interest of

the Assignor in and to the Assigned Marks and to the registrations of the Assigned Marks,

together with the goodwill of the business in connection with which the Assigned Marks are

and or have been used and all rights, interests, claims and demands, recoverable in law

or equity in profits and damages for past infringement of said trademark; the same to be

held and enjoyed by the Assignee, its successors and assigns or its legal representative,

as fully and entirely as the same might or could have been held and enjoyed by the

Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be duly

executed this 15 day of February, 2000.

STERLING FLUID SYSTEMS (USA) INC.

Stephen Green

Assistant Secretary

Attact.

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