

12-07-2000



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11.14.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0,707,366"/>	<input type="text" value="1,850,208"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Scott S. Havlick, Esq.

Name of Person Signing



Signature

11/13/00

Date Signed

DATED: May 31, 1995

AE Clevite Inc. (1)

McCord Payen Technical Services Inc. (2)

Assignment of Trade Mark

THIS ASSIGNMENT is made the 31st day of May, 1995 between AE Clevite Inc., a Michigan corporation ("the Assignor") and McCord Payen Technical Services Inc., a Michigan corporation ("the Assignee").

1. WHEREAS:

- 1.1 The Assignor is the registered proprietor and beneficial owner of the trade mark particulars of which are set forth in the Schedule to Appendix "A" annexed hereto (hereinafter referred to as "the Trade Mark").
- 1.2 By an Agreement dated the 31st day of May, 1995 and made between the parties hereto the Assignor agreed to assign, inter alia, all legal and beneficial interest in the Trade Mark to the Assignee on the terms set out therein and for the consideration expressed therein and to execute this assignment.
- 1.3 The Assignor and Assignee agreed on the Completion Date to make the assignment and so desire to make this Agreement retroactive to and effective as of the Completion Date.

2. NOW THIS DEED WITNESSETH as follows:-

- 2.1 In pursuance of the said Agreement the Assignor hereby as beneficial owner assigns and transfers to the Assignee effective as of and retroactive to January 2, 1995 ALL THAT the property, rights, title and interest in the Trade Mark including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action TOGETHER WITH the goodwill attaching thereto including that part of the goodwill of the business relating to the goods in respect of which the same are registered TO HOLD the same unto the Assignee absolutely SUBJECT TO

but with the benefit of all user agreements (if any) whereby the Assignor has granted authority to use the Trade Mark or any of them in so far as such user agreements are subsisting as at the date hereof.

3.1 The Assignor warrants in favour of the Assignee that (except as already made known by the Assignor to the Assignee) the Trade Mark are at the date hereof subsisting and that nothing has been done nor has any event occurred whereby the same may be declared void or invalidated.

3.2 The assignor further warrants in favour of the Assignee that (except as already made known by the Assignor to the Assignee) the Assignor has a good right to claim to be proprietor and beneficial owner of the Trade Mark and that it is not aware of any claim which may affect the same nor has it charged or encumbered the same.

3.3 The Assignor further covenants that the Assignee shall have and enjoy quiet possession of the Trade Mark uninterrupted and undisturbed by the Assignor or any person claiming under or in trust for it.

4. The validity, construction and performance of this Assignment shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which this Deed was executed and is delivered on and takes effect from the day and year first before written.

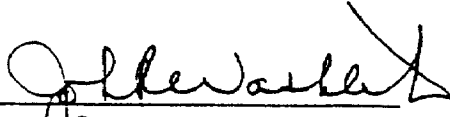
APPENDIX A

<u>Trade Mark</u>	<u>Country</u>	<u>Reg'n/Add'n No.</u>	<u>Renewal Date (yy-mm-dd)</u>
CLEVITE	ARGENTINA	1157413	950702
CLEVITE	AUSTRALIA	A110325	080624
CLEVITE	AUSTRALIA	A174371	970615
CLEVITE	AUSTRALIA	A181838	980725
CLEVITE	AUSTRIA	48506	020806
CLEVITE	BENELUX	52542	020831
CLEVITE	BOLIVIA	C-18820	951216
CLEVITE	BRAZIL	3554660	970730
CLEVITE	BRAZIL	4519264	020613
CLEVITE	CANADA	39339	100617
CLEVITE	CANADA	134532	090207
CLEVITE	CHILE	425.275	040415
CLEVITE	COLOMBIA	59492	900630
CLEVITE	COLOMBIA	52990	921217
CLEVITE	COSTA RICA	31130	000315
CLEVITE	CZECHOSLOVAKIA	158428	960804
CLEVITE	DENMARK	39/1954	040116
CLEVITE	DENMARK	1947-1968	980802
CLEVITE	ECUADOR	1088-88	030317
CLEVITE	ECUADOR	I-189-63	020711
CLEVITE	EGYPT	41662	941230
CLEVITE	EL SALVADOR	124	050206
CLEVITE	FINLAND	50245	970620
CLEVITE	FRANCE	1433903	971104
CLEVITE	WEST GERMANY	807889	020614
CLEVITE	GHANA	14509	940527
CLEVITE	GREECE	28626	020704
CLEVITE	GUATEMALA	16608	960207
CLEVITE	HUNGARY	118297	960805
CLEVITE	INDIA	156263	951112
CLEVITE	INDIA	227171	000212
CLEVITE	INDIA	208613	970425
CLEVITE	INDONESIA	224210	961222
CLEVITE	IRELAND	65149	040615
CLEVITE	IRELAND	67864	051121


<u>Trade Mark</u>	<u>Country</u>	<u>Reg'n/App'n No.</u>	<u>Renewal Date (yy-mm-dd)</u>
CLEVITE	ISRAEL	12490	011117
CLEVITE	ISRAEL	20884	970616
CLEVITE	ISRAEL	28657	030522
CLEVITE	ISRAEL	30735	040826
CLEVITE	ITALY	489775	020615
CLEVITE	JAPAN	1944428	970130
CLEVITE	KENYA	13243	000716
CLEVITE	KOREA	68616	000404
CLEVITE	LEBANON	41400	960901
CLEVITE	MALAYSIA	154/62	971026
CLEVITE	MEXICO	72896	021215
CLEVITE	MEXICO	APP NO. 209304	
CLEVITE	MEXICO	APP NO. 209305	
CLEVITE	MEXICO	APP. NO. 216737	
CLEVITE	MEXICO	PENDING APPLICATION	
CLEVITE	MOROCCO	35764	050110
CLEVITE	NAMIBIA	7015/65/1	990104
CLEVITE	NAMIBIA	7015/65/2	990104
CLEVITE	NEW ZEALAND	52146	010627
CLEVITE	NEW ZEALAND	71070	970611
CLEVITE	NEW ZEALAND	72400	980104
CLEVITE	NIGERIA	17604	940606
CLEVITE	NORWAY	62250	030808
CLEVITE	PAKISTAN	37114	990620
CLEVITE	PANAMA	036194	950226
CLEVITE	PARAGUAY	113620	950517
CLEVITE	PERU	021403	031219
CLEVITE	PHILIPPINES	12438	060818
CLEVITE	POLAND	46212	961108
CLEVITE	PORTUGAL	115379	030405
CLEVITE	PUERTO RICO	14318	970615
CLEVITE	ROUMANIA	R2735	920128
CLEVITE	RUSSIA	APP. NO. 94005952	
CLEVITE	SINGAPORE	31824	971116
CLEVITE	SINGAPORE	34909	990508

<u>Trade Mark</u>	<u>Country</u>	<u>Reg'n/App'n No.</u>	<u>Renewal Date (yy-mm-dd)</u>
OLEVITE	SOUTH AFRICA	87/53	970115
OLEVITE	SOUTH AFRICA	88/53	970115
OLEVITE	SOUTH AFRICA	62/1984	960612
OLEVITE	SPAIN	263283	021110
OLEVITE	SRI LANKA	27938	000523
OLEVITE	SWEDEN	107285	030830
OLEVITE	SWITZERLAND	401954	120915
OLEVITE	TAIWAN	119543	990815
OLEVITE	THAILAND	31689	950303
OLEVITE	TUNISIA	426/81	961203
OLEVITE	TURKEY	98238	970629
OLEVITE	UK	546155	031114
OLEVITE	UK	836159	970625
OLEVITE	UK	873146	991214
OLEVITE	UK	873149	991214
OLEVITE	UK	873150	991214
OLEVITE	UK	911557	020704
OLEVITE	UKRAINE	APP.NO. 94020602/T	
OLEVITE	UNITED ARAB EMIRATES	APP.NO. 6756	
OLEVITE	URUGUAY	207863	960430
OLEVITE	URUGUAY	207864	960430
OLEVITE	USA	707366	001122
OLEVITE	VENEZUELA	28387	990127
OLEVITE	VENEZUELA	45153	930529
OLEVITE	VENEZUELA	54627	980913
OLEVITE	YUGOSLAVIA	17135	980301
OLEVITE	ZAMBIA	22/65	000119
OLEVITE	ZANZIBAR	264/66	080517
OLEVITE	ZIMBABWE	35/65	960119
OLEVITE IN RHOMBOID	ITALY	305666	921108
OLEVITE 66	USA	1225742	030201
OLEVITE 77	CANADA	TMA 435,355	091111
OLEVITE 77	MEXICO	APP.NO. 209306	
OLEVITE 77	USA	1850208	040816

AE Clevite Inc.

By: 
Its: PRESIDENT

McCord Payen Technical Services Inc.

By: 
Its: PRESIDENT

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EL539955055US

BOX ASSIGNMENT FEE
Express Mail No. EL539955055US
Attorney Docket No. 39723.840000.000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Assignment

Conveying Party: AE Clevite Inc., a Michigan (U.S.A.) corporation

Receiving Party: McCord Payen Technical Services Inc., a Michigan
(U.S.A.) corporation

TO THE COMMISSIONER FOR TRADEMARKS:

Registration Numbers: 0,707,366 and 1,850,208

CERTIFICATE OF MAILING BY EXPRESS MAIL

U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, D.C. 20231

Sir:

The undersigned hereby certifies that the attached Trademark Recordation Form Cover Sheet, Trademark Assignment, check in the amount of \$65.00, and return card, relating to the above trademark registrations was deposited as "Express Mail," Mailing Label No. EL539955055US with the United States Postal Service, addressed to U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on Nov. 13, 2000.

November 13, 2000
Date

November 13, 2000
Date

Deborah A. Riches
Mailer

Scott S. Havlick
Scott S. Havlick
HOLLAND & HART
555 Seventeenth Street, Suite 3200
Denver, Colorado 80202
(303) 473-2710