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RE 101999588 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

GMAC Commercial Credit LLC

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

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

3. Nature of conveyance:

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

Execution Date: April 23, 2001

2. Name and address of receiving party(ies)

Name: Sealing Equipment Products Co., Inc.

Internal

Address:

Street Address: 123 Airpark Industrial Road

City: Alabaster State: Alabama Zip: 35007

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

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)

1,179,138

Additional number(s) attached Yes No

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

Name: Martha Wise

Internal Address:

Walston, Wells, Anderson & Bains, LLP

Street Address: 505 20th Street North, Suite 500

City: Birmingham State: Alabama Zip: 35203

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

408

(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 documents or excerpts therefrom.

Martha Waters Wise

Name of Person Signing

Martha Waters Wise

Signature

November 20, 2001

Date

15

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

WHEREAS, GMAC Commercial Credit, LLC as successor in interest to BNY Financial Corporation and The Bank of New York Commercial Corporation (the "Assignor"), a New York limited liability company, of 1290 Avenue of the Americas, New York, New York 10104, did obtain peaceful possession of certain assets of RM Engineered Products, Inc. ("RM"), Southern Manufacturing, Inc. ("Southern"), Elastomer Technologies Group, Inc. ("Elastomer") and Dynex, Inc. ("Dynex") (collectively, the "Borrowers"), including the trademarks, service marks, and trade names shown in Schedule A hereto;

WHEREAS, Sealing Equipment Products Co., Inc., an Alabama corporation (the "Assignee"), of 123 Airpark Industrial Drive, Alabaster, Alabama 35007, has acquired from Assignor certain assets and is desirous of acquiring the trademarks, service marks, trade names and trade dress shown in Schedule A hereto and any other trademarks, service marks, trade names and trade dress conveyed in the Secured Party General Conveyance and Bill of Sale executed even date herewith (collectively, the "Trademarks"), the registrations and applications for registration of the Trademarks shown on Schedule A and any other registrations and applications of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns and transfers to Assignee all Borrowers' right, title and interest in and to the Trademarks, together with the applications and registrations of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks and the goodwill of the business symbolized by the Trademarks to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Borrower had this assignment not been made.

Except as specifically set forth in the Secured Party General Conveyance and Bill of Sale executed even date herewith, (a) Assignor makes no warranty or representation with respect to the Trademarks, and (b) Assignee acknowledges by its acceptance hereof that it is accepting all of Borrowers' rights in and to the Trademarks "as is," "where is" and without implied or expressed warranty.

Executed this 23 day of April, 2001

GMAC COMMERCIAL CREDIT LLC

BY: [Signature]
Its: SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 13 day of April, 2001, before me personally came Frank Imperato, to me known, who being by me duly sworn, did depose and say that he is a Dr. Vice Pres. of GMAC Commercial Credit LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto in his capacity as the Dr. Vice Pres. of the limited liability corporation.

Eugenia H. Hunt
Notary Public

EUGENIA H. HUNT
NOTARY PUBLIC, State of New York
No 41-4880579
Qualified in Queens County
Commission Expires December 15, 2002

SCHEDULE A

MARK	DATE OF REGISTRATION	REGISTRATION NUMBER	COUNTRY
Chicora	9/14/48	502,108	United States
Gilt-Edge	5/17/48	502,107	United States
Vee Flex	5/12/53	509,609	United States
Vee-Square	4/6/54	587,924	United States
Pyrosleeve	11/24/81	1,179,138	United States
Grafpak	9/14/82	1,208,342	United States
Crosslok	7/31/84	1,287,942	United States
FluoroRay	9/8/64	776,614	United States
Graphastar	10/30/90	1,619,873	United States
Graphaseal	10/23/90	1,618,785	United States
Redi-Load	10/2/90	1,615,436	United States
Graphatech	1/3/95	1,871,914	United States
Graphatherm	1/3/95	1,871,912	United States
Fluorotech	1/3/95	1,871,913	United States