

02-20-2002



093815/133720

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the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**CRANE CO.** *2.1.02*

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

2. Name and address of receiving party(ies)  
Name: **WEBSTER VALVE, INC.**

Street Address: **815 Chestnut Street**  
City: **North Andover** State: **MA** Zip: **01845**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation- **New Hampshire**  
 Other

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other

If assigned is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: **January 24, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Registration No.(s)  
**439,111 MAGICLOSE**  
**848,862 DIAL-ESE**  
**1,203,485 CITADEL**

Additional number(s) attached  Yes  No

B. Trademark Application No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Marie M. Nuguid, Senior Legal Assistant**  
Internal Address:  
Street Address: **Goodwin Procter LLP**  
**Exchange Place, 53 State Street**  
City: **Boston** State: **MA** Zip: **02109-2881**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) **\$90.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **07-1700**  
(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.*

Marie M. Nuguid, Senior Legal Asst      *Marie M. Nuguid*      February 1, 2002  
Name of Person signing      Signature      Date

Total number of pages include cover sheet, attachments, and document: **5 pages**

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

02/20/2002 TDIAZ1 00000027 439111

01 FC:481  
02 FC:482 1404003.1

40.00 OP  
50.00 OP

**NOTICE OF  
TRADEMARK ASSIGNMENT**

Effective Date: September 28, 2001

**WHEREAS**, CRANE CO., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 100 First Stamford Place, Stamford, Connecticut 06902 ("Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefore (the "Marks") and as of the Effective Date of this Notice of Trademark Assignment ("Assignment") was using and was the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

**WHEREAS**, WEBSTER VALVE, INC., a corporation organized and existing under the laws of the State of New Hampshire and having a place of business at 815 Chestnut Street, North Andover, Massachusetts 01845 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto, effective as of the Effective Date hereof; and

**WHEREAS**, the Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date set forth above (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor conveyed to Assignee substantially all of the assets of a going business.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Effective Date hereof, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Marks.
3. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on this 24 day of January, 2002 with effect as of September 28, 2001.

**ASSIGNOR:**

Crane Co.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Thomas J. Ungerland*  
Name: Thomas J. Ungerland  
Title: ASST Sec

**ASSIGNEE:**

Webster Valve, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Lester J. Taufen*  
Name: Lester J. Taufen  
Title: Assistant Secretary

), ss. Stanford 11/02/02

On this 2nd day of January 2002, before me personally appeared T. J. Ungerland to me personally known, who, being by me duly sworn, did say that (s)he is the Assistant Secretary of Crane Co., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal at the County and State aforesaid on the day and year last above written.

Lenora Rowser

Notary Public

**LENORA ROWSER**

My Commission Expires: \_\_\_\_\_

*NOTARY PUBLIC*

MY COMMISSION EXPIRES DEC 31, 2001

MASSACHUSETTS  
STATE OF NEW HAMPSHIRE

COUNTY OF ESSEX )  
 )SS.

On this 24th day of January 2002 before me personally appeared, Lester J. Jaubert to me personally known, who, being by me duly sworn, did say that (S)he is the Assistant Secretary of Webster Valve, Inc., a New Hampshire corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Assistant Secretary acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Bonnie C. Glazier  
Notary Public BONNIE SC. GLAZIER  
My Commission Expires: February 2, 2007

Exhibit A

MARKS

<i>COUNTRY</i>	<i>MARK</i>	<i>STATUS</i>	<i>CLASS(ES)</i>	<i>APP. NO.</i>	<i>REG. NO.</i>	<i>Filing / Reg. Date</i>
United States of America	MAGICLOSE	Registered	IC 011. US 013.		439,111	June 1, 1948
United States of America	DIAL-ESE	Registered	IC 006 011. US 013.		848,862	May 14, 1968
United States of America	CITADEL	Registered	IC 011. US 013.		1,203,485	August 3, 1982

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