

02-27-2002



SHEET

101993913

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20503. I have attached original document(s) or copy thereof.

1. Name of conveying party(ies) (assignor(s)):
 McNeil (Ohio) Corporation (a Minnesota Corporation) and
 Lincoln Automotive Company (a Minnesota Corporation)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other 2-11-02

Additional name(s) of conveying party(ies) attached? yes no

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Lincoln Industrial Corporation
 Address: One Lincoln Way

City: St. Louis
 State: Missouri Zip: 63120
 Country: U.S.A.

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Agreement

Execution Date: October 23, 2001

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

A. Trademark Application No.(s) B. Trademark Registration No.(s)

SEE ATTACHED LIST/ADDENDUM

Additional numbers attached? Yes No

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

Julie J. McMurry
 Senniger, Powers, Leavitt & Roedel
 One Metropolitan Square
 16th Floor
 St. Louis, Missouri 63102
 (314) 231-5400 (telephone)

6. Total number of applications and registrations involved:
 Application(s) _____ + Registration(s): 11 = Total 11

7. Total Fee (37 CFR 3.41) \$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345
 (Duplicate copy of this sheet attached)
 Charge any underpayment or credit any overpayment to above 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.

Julie J. McMurry Julie J. McMurry January 17, 2002
 Name of Person Signing Signature Date

02/26/2002 DBYRNE 00000136 231354
 01 FC:481 40.00 OP
 02 FC:482 250.00 OP

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

13

ADDENDUM

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

231,354
335,215
423,437
515,855
530,764
813,936
1,100,027
1,619,412
1,624,482
2,019,910
2,503,441 (Ser. No. 75/659,749)

Trademark and Trade Name Assignment Agreement

THIS TRADEMARK AND TRADE NAME ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into by and between Lincoln Industrial Corporation ("*LI*"), a Minnesota Corporation having its principal place of business at One Lincoln Way, St. Louis, Missouri 63120, Lincoln Automotive Company ("*LA*"), a Minnesota corporation having its principal place of business at 9231 Penn Avenue South, Bloomington, Minnesota 55431 and McNeil (Ohio) Corp. ("*McNeil*"), a Minnesota corporation having its principal place of business at 1500 Country Road B2West, St. Paul, Minnesota 55113-3105.

WHEREAS, LI is a wholly-owned subsidiary of Pentair, Inc. ("*Pentair*") doing business in the field of lubrication equipment; and

WHEREAS, LA is a wholly-owned subsidiary of Pentair doing business in the field of automotive service equipment; and

WHEREAS, McNeil is a wholly-owned subsidiary of Pentair dealing with lubrication equipment; and

WHEREAS, LI uses certain trademarks in connection with the sale of lubrication equipment, and LA uses certain trademarks ("*LA Trademarks*") and trade names ("*LA Trade Names*") in connection with the sale of automotive service equipment; and

WHEREAS, McNeil owns a series of trademark registrations for goods relating to lubrication equipment ("*McNeil Trademarks*") and has licensed LI and LA to use such McNeil Trademarks; and

WHEREAS, Pentair has decided to consolidate all lubrication equipment business in LI; and

WHEREAS, in view of such consolidation, it is the intent of the parties that LA assign to LI all LA Trademarks and LA Trade Names, and that McNeil assign to LI all McNeil Trademarks, and that LI shall thereafter grant to LA a limited license to use LA Trade Names and Trademarks in connection with jacks and related products.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and of the mutual promises hereinafter set forth, the parties agree as follows:

1. **DEFINITIONS.**

- 1.1 "*Agreement*" is defined as in the preamble above.
- 1.2 "*Effective Date*" shall mean October 23, 2001.
- 1.3 "*LA*" is defined as in the preamble above.
- 1.4 "*LA Trademarks*" shall mean the trademarks, including common law marks, owned by LA which are assigned to LI in this Agreement, as set forth in the attached Exhibit A of this Agreement.
- 1.5 "*LA Trade Names*" shall mean the trade names "Lincoln", "Lincoln Automotive," and any other trade name(s) incorporating the word "Lincoln" used by LA.
- 1.6 "*LI*" is defined as in the preamble above.
- 1.7 "*McNeil Trademarks*" shall mean the trademarks, including common law marks, owned by McNeil which are to be assigned to LI in this Agreement and which are set forth on the attached Exhibit B of this Agreement.
- 1.8 "*McNeil*" is defined as in the recitals above.

2. **REPRESENTATIONS AND WARRANTIES**

- 2.1 LA represents and warrants that as of the Effective Date, it owns all right, title, and interest throughout the world in and to the LA Trademarks.

2.2 Except for the McNeil Trademarks that have been previously assigned to Lincoln Industrial, McNeil represents and warrants that as of the Effective Date, it owns all right, title, and interest throughout the world in and to the McNeil Trademarks.

3. **ASSIGNMENT**

3.1 LA does hereby sell, assign, and transfer to LI, its successors and assigns, all of LA's right, title and interest throughout the world in and to the LA Trademarks and LA Trade Names and all goodwill associated therewith, including full rights to sue for and recover all profits and damages recoverable from past infringements of the LA Trademarks and/or LA Trade Names.

3.2 McNeil does hereby sell, assign, and transfer to LI, its successors and assigns, all of McNeil's right, title and interest throughout the world in and to the McNeil Trademarks and all goodwill associated therewith, including full rights to sue for and recover all profits and damages recoverable from past infringements of the McNeil Trademarks.

3.3 The parties agree that LI, its successors and assigns, shall own all right, title and interest throughout the world in and to the LA Trademarks, LA Trade Names and McNeil Trademarks and shall hold and enjoy the LA Trademarks, LA Trade Names and McNeil Trademarks as fully and entirely as the same would have been held and enjoyed by LA and McNeil had this assignment not been made.

3.4 LA and McNeil agree to execute all documents necessary for recordal in the United States Patent and Trademark Office to evidence the assignment of the LA Trademarks and McNeil Trademarks herein.

4. **USE OF THE LA TRADEMARKS, LA TRADE NAMES AND MCNEIL TRADEMARKS**

4.1 McNeil hereby agrees to cease all use of the McNeil Trademarks assigned and transferred to LI herein. LA hereby agrees to cease all use of the LA Trademarks and LA Trade Names assigned and transferred to LI herein, except as set forth in Subparagraph 4.2 below.

4.2 LI agrees to license LA to use particular "Lincoln" trademarks and the "Lincoln Automotive" trade name under the terms and conditions set forth in the Trademark and Trade Name License Agreement attached as Exhibit C executed on or about the Effective Date of this Agreement by and between LI and LA.

5. **MISCELLANEOUS**

5.1 Entire Agreement. This Agreement, including all attached Exhibits, shall constitute the entire agreement between the parties. To the extent the terms of this Agreement are inconsistent with prior agreements, this Agreement supercedes and replaces all prior oral or written understandings or agreements of the parties hereto relating to the subject matter herein.

5.2 Governing Law. The parties agree so far as possible to use every reasonable effort to settle any dispute or disagreement between them relative to this Agreement by amicable means and not to resort to legal

action unless and until the parties have in good faith attempted to settle such disputes or disagreement amicably. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and the parties hereby consent to jurisdiction and venue in the state and federal courts sitting in the State of Minnesota.

5.3 Severability. If one or more provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent allowed by law, and the invalid provision(s) shall be deemed severed from this Agreement.

5.4 Modifications and Amendments. This Agreement may not be modified or amended except in a writing subsequent to the Effective Date hereof and signed by both parties.

5.5 Exhibits. This Agreement includes Exhibits A and B, which are hereby incorporated by reference. Should the terms or provisions of this Agreement be found to conflict with any of the exhibits, the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement

as of the Effective Date.

ASSIGNOR:

LINCOLN AUTOMOTIVE COMPANY

By: R. T. Rueb
Roy T. Rueb, Secretary/Treasurer

ASSIGNOR:

MCNEIL OHIO CORPORATION

By: R. T. Rueb
Roy T. Rueb, Secretary/Treasurer

ASSIGNEE:

LINCOLN INDUSTRIAL CORPORATION

By: R. T. Rueb
Roy T. Rueb, Secretary/Treasurer

EXHIBIT A

The LA Trademarks are as follows:

Registrations

Australia Reg. No. 799,936 for POWER LUBER
Ecuador Reg. No. 10851-01 for POWER LUBER
European Union Reg. No. 001228493 for POWER LUBER
Japan Reg. No. 4,394,842 for POWER LUBER
United States Reg. No. 679,202 for DYNA-RAM (expired)
United States Reg. No. 423,437 for LUBRO-VAN
United States Reg. No. 813,936 for LUB-UNIT
United States Reg. No.2,019,910 for SYNCHRO-TECH
United States Reg. No.1,624,482 for THE BRAND THE PROS DEMAND

Applications

China Application No. 2,000,079,323 for POWER LUBER (lapsed)
Taiwan Application for POWER LUBER (lapsed)
United States Application No. 75/318,702 for LEV-R-LOK (lapsed)
United States Application No.75/659,749 for POWER LUBER
United States Application No.75/863,445 for POWER STROKE (lapsed)

Common Law

GUARDIAN as used with grease and lubrication equipment since at least as early
as 1997

EXHIBIT B

The McNeil Trademarks are as follows:

Registered Trademarks

Argentina Reg. No. 1,290,396 for LINCOLN and Design
Australia Reg. No. A276,215 for LINCOLN and Design
Australia Reg. No. A276,216 for LINCOLN and Design
Bolivia Reg. No. 36767A for LINCOLN AND DESIGN (Expired)
Brazil Reg. No. (N/A) for LINCOLN AND DESIGN (Expired)
Brazil Reg. No. (N/A) for LINCOLN AND HORIZONTAL BAR (Expired)
Canada Reg. No. 110,151 for LINCOLN
Canada Reg. No. 139,172 for KLEENSEAL
Canada Reg. No. 156,625 for LINCOLN and Design
Canada Reg. No. 209/45643 For AIRLINE (Expired)
Canada Reg. No. 45,296 for LUBRIGUN
Chile Reg. No. 332,060 for LINCOLN and Design
Columbia Reg. No. 66,666 for LINCOLN (Expired)
Ecuador Reg. No. (N/A) for LINCOLN AND DESIGN (Expired)
European Union Reg. No. 000118356 for LINCOLN and Horizontal Bar
Germany Reg. No. 39,517,220 for LINCOLN and Horizontal Bar
Guatemala Reg. No. 141097 for LINCOLN AND DESIGN (Expired)
Guatemala Reg. No. 141098 for LINCOLN AND DESIGN (Expired)
Guatemala Reg. No. 397830 for LINCOLN AND DESIGN (Expired)
Guatemala Reg. No. 397831 for LINCOLN AND DESIGN (Expired)
Honduras Reg. No. 58,348 for LINCOLN and Horizontal Bar (Expired)
Honduras Reg. No. 58,349 for LINCOLN and Horizontal Bar (Expired)
Honduras Reg. No. 58,989 for LINCOLN and Horizontal Bar (Expired)
Italy Reg. No. 458,438 for LINCOLN and Design
Japan Reg. No. 626,856 for LINCOLN
Mexico Reg. No. 134,070 for LINCOLN and Design (expired)
Mexico Reg. No. 421,776 for LINCOLN and Horizontal Bar
Mexico Reg. No. 451,658 for LINCOLN and Horizontal Bar
Mexico Reg. No. 518,551 for LINCOLN and Horizontal Bar
New Zealand Reg. No. B84,052 for LINCOLN and Design
New Zealand Reg. No. B84,053 for LINCOLN and Design
Norway Reg. No. 74,224 for LINCOLN and Design
Peru Reg. No. 019081 for LINCOLN AND DESIGN (Expired)
Peru Reg. No. 020990 for LINCOLN AND DESIGN (Expired)
Peru Reg. No. 024631 for LINCOLN AND DESIGN (Expired)
Philippines Reg. No. 13048 for LINCOLN AND DESIGN (Expired)
Puerto Rico Reg. No. 24,053 for LINCOLN and Design
Puerto Rico Reg. No. 24,054 for LINCOLN and Design
South Africa Reg. No. 74/0775 for LINCOLN and Design
South Korea Reg. No. 239,240 for LINCOLN and Horizontal Bar

Switzerland Reg. No. (N/A) for LINCOLN AND DESIGN (Expired)
United Kingdom Reg. No. 880,223 for LINCOLN and Design (Expired)
United States Reg. No. (N/A) for CENTROLLER (Expired)
United States Reg. No. (N/A) for DRAINMOBILE (Expired)
United States Reg. No. (N/A) for FLEX-O-MATIC (Expired)
United States Reg. No. (N/A) for KLEENPAK (Expired)
United States Reg. No. 01372115 for LINCOLN HELIOS & DESIGN (Expired)
United States Reg. No. 1,039,946 for BETTER SYSTEMS BY DESIGN (Expired)
United States Reg. No. 1,100,027 for VOLUME-MASTER
United States Reg. No. 1,619,412 for LINCOLN and Horizontal Bar
United States Reg. No. 1,643,350 for COBRA (Expired)
United States Reg. No. 231,354 for LUBRIGUN
United States Reg. No. 335,215 for KLEENSEAL (Stylized)
United States Reg. No. 515,855 for LUBRIGUN
United States Reg. No. 530,764 for KLEENSEAL
United States Reg. No. 668,266 for LINCOLN and Shield Design (Expired)
United States Reg. No. 1056487 for MODULAR D (Expired)
Uruguay Reg. No. 228,270 for LINCOLN and Design (Expired)
Venezuela Reg. No. 2278/95 for LINCOLN and Horizontal Bar

Pending Trademark Applications

Benelux Application in Classes 7, 9, 11 for LINCOLN and Horizontal Bar
(Lapsed)
France Application No. 94/538,048 for LINCOLN and Horizontal Bar (Lapsed)
India Application No. 664,672 for LINCOLN and Horizontal Bar
India Application No. 664,673 for LINCOLN and Horizontal Bar
Spain Application in Class 7 for LINCOLN and Horizontal Bar (Lapsed)
Venezuela Application No. 2277/95 for LINCOLN and Horizontal Bar
Venezuela Application No. 2279/95 for LINCOLN and Horizontal Bar (Lapsed)
United States Application No. 75/121,600 for ECONO-LUBER (Lapsed)
United States Application No. 74/597,627 for GEARSAYER (STYLIZED)
(Expired)