



102020601

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

1. Name of conveying party(ies):
MARK CONTROLS CORPORATION.
2-4-02

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

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

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 _____

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

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

Execution Date: **January 24, 2002**

4. Application number(s) or registration number(s):
A. Trademark Registration No.(s)
See Exhibit A (8 trademarks)

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: **8**

7. Total fee (37 CFR 3.41) **\$215.00**
 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 4, 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

03/18/2002 6TOM11 00000119 841101
01 FC:481 40.00 OP
02 FC:482 175.00 OP
LIBC/1404413.2

Exhibit A

MARKS

COUNTRY	MARK	STATUS	CLASS(ES)	APP. NO.	REG. NO.	Filing/Reg. Date
United States of America	FLOWRITE	Registered	IC 006. US 013.		841,101	December 26, 1967
United States of America	FLOWRITE (SYMBOL)	Registered	IC 006. US 013.		570,455	February 10, 1953
United States of America	FOTOPANEL	Registered	IC 009. US 026.		806,931	April 12, 1966
United States of America	KNEE TOUCH	Registered	IC 006. US 013.		818,535	November 15, 1966
United States of America	SHOWERTROL	Registered	IC 011. US 013.		821,463	January 3, 1967
United States of America	ACCRITEM	Registered	IC 009. US 026.		997,920	November 12, 1974
United States of America	HYDROPANEL	Registered	IC 006. US 013.		795,047	August 31, 1965
United States of America	AQUA SENTRY	Registered	IC 009. US 026.		1,155,369	May 26, 1981

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: September 28, 2001

WHEREAS, MARK CONTROLS CORPORATION, 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 (the "Marks"); 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, whatever right, title, and interest, if any, Assignor owns 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 27 day of January, 2002, with effect as of September 28, 2001.

ASSIGNOR:

Mark Controls Corporation

By: _____

Name: Thomas J. Underland

Title: Asst. Sec.

ASSIGNEE:

Webster Valve, Inc.

By: _____

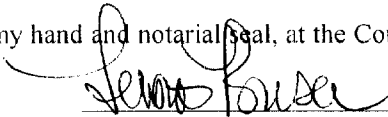
Name: Lester J. Taufen

Title: Assistant Secretary

), ss. Stamford 1/02/02

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 Mark Controls Corporation, 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.



Notary Public

My Commission Expires LENORA ROWSER

NOTARY PUBLIC

MY COMMISSION EXPIRES DEC. 31, 2004

MASSACHUSETTS

STATE OF NEW HAMPSHIRE

COUNTY OF ESSEX

)SS.
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On this 24th day of January 2002, before me personally appeared Lester J. Tappin 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 C. GLAZIER
My Commission Expires: February 3, 2007