



Tab settings

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

1. Name of conveying party(ies):

Warner Electric AB

6-5-02

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

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

3. Nature of conveyance:

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

Execution Date: 02/29/2000

2. Name and address of receiving party(ies)

Name: Warner Electric Technology, Inc.

Internal Address:

Street Address: 9211 Forest Hill Avenue, Suite 109

City: Richmond State: VA ZIP: 23235

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,397,062

1,614,619

Additional numbers attached? Yes No

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

Name: James C. Wray

Internal Address:

Street Address: 1493 Chain Bridge Road Suite 300

City: McLean State: VA ZIP: 22101

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-3704

(Attach duplicate copy of this page if paying by deposit account)

06/11/2002 TDI A21 00000099 2397062

DO NOT USE THIS SPACE

FC:481 40.00 00
02 25.00 00

To the best of my knowledge and belief, the foregoing information is true and correct and attached copy is a true copy of the original document.

Julie H. Gamotis
Name of Person Signing

Signature

06/05/2002
Date

Total number of pages including cover sheet, attachments, and documents

6

DATED

February 29, 2000

WARNER ELECTRIC AB

and

WARNER ELECTRIC TECHNOLOGY, INC.

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ASSIGNMENT OF TRADEMARKS  
AND GOODWILL

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Nabarro Nathanson  
Lacon House  
Theobald's Road  
London WC1X 8RW

Tel: 0171 524 6000

ASSIGNMENT of trade marks and goodwill

DATE February 29, 2000

PARTIES

- (1) WARNER ELECTRIC AB (a corporation organised and existing under the laws of Sweden) whose registered office is at Box 9053, 29109 Kristianstad, Sweden ("Assignor"); and
- (2) WARNER ELECTRIC TECHNOLOGY, INC. (a corporation organised and existing under the laws of the State of Delaware, USA) whose registered office is at 9211 Forest Hill Avenue, Suite 109 Richmond, Virginia 23235, USA ("Assignee").

RECITAL

Pursuant to that Stock and Asset Purchase Agreement between Dana Corporation and Colfax Corporation dated 1 November 1999 (the "Purchase Agreement"), Dana Corporation agreed to transfer, or procure the transfer of, certain trademarks to Colfax Corporation or its nominee. This Assignment is entered into pursuant to the Purchase Agreement.

OPERATIVE PROVISIONS

- I. **PURSUANT TO THE PURCHASE AGREEMENT, ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE, TO HOLD UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS ABSOLUTELY FOR ALL TIME HEREAFTER:**
  - A. those registered trademarks and service marks and trademark and service mark applications listed in the Schedule hereto together (where such rights exists) with the right to sue for past infringements thereof and to retain any damages obtained as a result of such action; and
  - B. all of its other rights, title, benefit and interest in and to the trademarks and service marks that are the subject matter of the registrations and applications listed in the Schedule hereto (including, without limitation, all common law rights therein, and all goodwill associated therewith) excluding all Excluded Intellectual Property (as defined in the Purchase Agreement).

- II. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT THE ONLY WARRANTIES, CONDITIONS AND REPRESENTATIONS (WHETHER EXPLICIT OR IMPLIED) MADE IN RESPECT OF THE ASSETS, RIGHTS, TITLE, BENEFIT AND INTEREST ASSIGNED UNDER CLAUSE 1 ABOVE ("THE RIGHTS") ARE CONTAINED IN THE PURCHASE AGREEMENT.
- III. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING SECTION 2.7 OF THE PURCHASE AGREEMENT, ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT ASSIGNEE WILL BE RESPONSIBLE FOR, AND BEAR ALL COSTS AND EXPENSES IN RELATION TO, THE PREPARATION OF ALL APPROPRIATE FURTHER ASSURANCE DOCUMENTATION AFTER THE DATE HEREOF IN CONNECTION WITH THE RIGHTS ASSIGNED OR PURPORTED TO BE ASSIGNED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ASSIGNMENTS, POWERS OF ATTORNEY AND NOTARIAL AND SIMILAR CERTIFICATES). FOR THE AVOIDANCE OF DOUBT, ASSIGNOR AGREES AND ACKNOWLEDGES THAT IT WILL CO-OPERATE FULLY IN THE FURTHER ASSURANCE PROCESS BY (AT ITS OWN COST) REVIEWING AND APPROVING ALL APPROPRIATE DOCUMENTATION, EXECUTING OR PROCURING THE EXECUTION OF THE SAME BY APPROPRIATE MEMBERS OF ITS GROUP OF COMPANIES, AND PROVIDING ANY RELEVANT INFORMATION FROM ITS RECORDS.
- IV. THE SCHEDULE FOLLOWING THE OPERATIVE PART OF THIS ASSIGNMENT SHALL BE DEEMED TO BE INCORPORATED IN, AND FORM PART OF, THIS ASSIGNMENT.
- V. TO THE EXTENT THAT THIS ASSIGNMENT CONTAINS OR COMPRISES AN AGREEMENT BETWEEN THE PARTIES HERETO, THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS ASSIGNMENT SHALL TO THE MAXIMUM EXTENT PERMITTED BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, USA.
- VI. EACH PARTY HERETO AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS ASSIGNMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, USA (THE "CHOSEN COURT") AND:

- (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court;

- (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court;
- (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any party hereto; and
- (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with section 10.1 of the Purchase Agreement.

IN WITNESS of which this Assignment has been executed on the date written at the beginning of this Assignment.

**SCHEDULE**  
Trademarks

Country	Trademark	Owner	Application Number	Registration Number	Date of Registration *
AUSTRIA	MOVOPART	WARNER ELECTRIC AB	AM0701/87	116 508	09 JUL 1987
BENELUX	SCANAC	WARNER ELECTRIC AB	929330	650733	22 DEC 1998
CANADA	MOVOPART	WARNER ELECTRIC AB	579299	354527	14 APR 1989
DENMARK	SCANAC	WARNER ELECTRIC AB	05.455 1998	00.551 1999	19 FEB 1999
FINLAND	MOVOPART	WARNER ELECTRIC AB		103724	05 APR 1989
FINLAND	SCANAC	WARNER ELECTRIC AB	T- 199804213		23 DEC 1998
FRANCE	MOVOPART	WARNER ELECTRIC AB	8727	1397394	04 MAR 1987
FRANCE	SCANAC	WARNER ELECTRIC AB	98/766534		22 DEC 1998
GERMANY	SCANAC	WARNER ELECTRIC AB	39873859.9	39873859	18 FEB 1999
ITALY	MOVOPART	WARNER ELECTRIC AB	18390C/87	498697	29 OCT 1988
ITALY	SCANAC	WARNER ELECTRIC AB	MI98C 012517		22 DEC 1998
JAPAN	MOVOPART	WARNER ELECTRIC AB	62-18402	2 174 489	29 SEP 1989
JAPAN	SCANAC	WARNER ELECTRIC AB	11-30423		
SPAIN	MOVOPART	WARNER ELECTRIC AB		1184419	05 MAY 1989
SWEDEN	SCANAC	WARNER ELECTRIC AB	98-09657		23 DEC 1998
SWEDEN	TOLLO TOLLO SYSTEMS	WARNER ELECTRIC AB		215 200	08 DEC 1989
SWITZERLAND	MOVOPART	WARNER ELECTRIC AB	1655/1987	353650	13 JULY 1987
USA	MOVOPART	WARNER ELECTRIC AB		1614619	25 SEP 1990
USA	SCANAC	WARNER ELECTRIC AB	75/640293		

\* Schedule 3.16 (b) to the Agreement provides information in respect of the date of registration for a number of the trade marks. Due to the fact that the Schedule appears to consist of information from different sources, we believe that in some cases, the date given is in fact the filing date rather than the date of registration.

Signed by *Marc S. Fenig*  
duly authorised for and on behalf of )  
WARNER ELECTRIC AB )  
in the presence of *Colin M.* )

Signed by *S. A. Hing*  
duly authorised for and on behalf of )  
WARNER ELECTRIC TECHNOLOGY, INC.)  
in the presence of *Mollie E. Mahan*

TRADEMARK

REEL: 002523 FRAME: 0748

RECORDED: 06/05/2002