

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Engineered Products Co.

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

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

2. Name and address of receiving party(ies):
Name: EPCI Acquisition Corp.
Internal Address:
Street Address: 2940 Airport Boulevard
City: Waterloo State: IA ZIP: 50704

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State of 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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other - "Corrective Assignment to correct errors in the States of Incorporation of both the Assignor and the Assignee in the Cover Sheet for the Assignment recorded Feb. 23, 1998 at Reel/Frame 001697/0399. The Assignment document was correct; only the Cover Sheet contained the errors."
 Execution Date (of original Assignment): February 11, 1998

4. Application number(s) or trademark number(s):
A. Trademark Application No(s).

B. Trademark Registration No(s).
1,730,755 (FILTER MINDER)
1,732,592 (DESIGN)

Additional numbers attached? Yes No

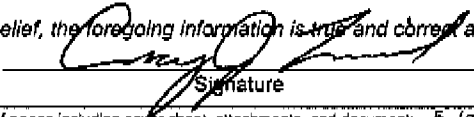
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Craig J. Lervick, Esq.
Firm: Oppenheimer Wolff & Donnelly LLP
Internal Address: Suite 3300
Street Address: 45 South Seventh St.
City: Minneapolis State: MN ZIP: 55402-1609
Our File No.: 16640/201 & 202

6. Total number of applications and registrations involved: -2-

7. Total Fee (37 CFR 3.41) \$65.00
 Enclosed
 Authorized to be charged to Deposit Account
 Authorized to charge any underpayment or credit any overpayment to Deposit Account.

8. Deposit account number:
50-1901
(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.
 Craig J. Lervick  September 20, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: -5- (cover sheet and 4-page Assignment)

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335
Washington, D.C. 20231

ASSIGNMENT

THIS ASSIGNMENT is made on February 11, 1998, by and among EPCI Acquisition Corp., a Delaware corporation (the "Purchaser"), and Engineered Products Co., an Iowa corporation ("EPC" or "Seller").

EPC is a corporation organized and existing under the laws of the State of Iowa, and having its principal offices at 2940 Airport Boulevard, Waterloo, Iowa 50704.

Purchaser is a corporation organized and existing under the laws of the State of Delaware, and having its principal offices at 2940 Airport Boulevard, Waterloo, Iowa 50704.

Purchaser and Seller entered into an Asset Purchase Agreement dated as of February 2, 1998 (the "Agreement"), providing for the sale by Seller and the acquisition by Purchaser on the date hereof of all the Purchased Assets. Section 1.2 of the Agreement requires that Seller cause to convey to Purchaser on the date hereof all right, title and interest in and to its proprietary property, including assets, tangible and intangible, (hereinafter, "Property") and, by this Assignment, Purchaser desires to acquire the entire right, title and interest in and to said Property.

NOW, THEREFORE, for and in consideration of one Dollar (\$1.00) and other good and valuable consideration paid by Purchaser, the receipt of which is hereby acknowledged, EPC has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto Purchaser, its successors and assigns, the entire right, title and interest in and to said Property, including without limitation, the following:

1. all inventions and improvements, whether or not patentable;
2. all patents, patent applications, continuations, divisions, renewals, reissues and extensions thereof heretofore or hereafter filed, issued or acquired, both foreign and domestic, that may or shall issue, including all rights under international conventions;
3. all marks and trade names and the goodwill associated therewith, including, without limitation, trademarks, service marks, trade dress, whether or not registered, applications and registrations thereof heretofore or hereafter filed, issued or acquired;
4. all works of authorship, copyrights, mask works, applications and registrations thereof heretofore or hereafter filed, issued or acquired;
5. all trade secrets, processes, formulas, technology, technical information, know-how and show-how, whether or not secret or confidential;
6. all computer programs and software, whether in source code or object code, in whole or in part, whether executable or not, and in whatever medium created or acquired;

TRADEMARK

REEL: 002549 FRAME: 0592

7. all tangible and intangible assets, including, without limitation, chattel paper, instruments, documents, goods, inventory, contracts, contract rights, licenses, accounts, equipment, and leases;
 8. all proceeds of the foregoing and all accessions to, substitutions and replacements for, and royalties, profits, damages, license fees and products of the foregoing, including, without limitation, the right to sue and to be sued;
 9. all books and records pertaining to the foregoing; and
 10. specifically, that Property which is identified, listed and attached hereto as Exhibit A;
- and does hereby authorize and request the Commissioner of Patents and Trademarks to issue Letters Patent to the above-mentioned Purchaser in accordance herewith.

EPC hereby authorizes Purchaser, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of international conventions.

Upon said consideration, EPC does hereby covenant and agree with Purchaser, its successors and assigns, that EPC will not execute any writing or do any act whatsoever conflicting with these presents, and that EPC will at any time upon request, without further or additional consideration, but at the expense of Purchaser, its successors and assigns, promptly provide all pertinent facts and documents relating to said Property as may be known and accessible to EPC and will testify as to the same in any litigation or proceeding related thereto, and will promptly execute and deliver to Purchaser or its legal representatives any and all such additional writings and do such additional acts as said Purchaser, its successors and assigns, may deem necessary or desirable to perfect Purchaser's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said Property, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, I, H. D. Leighty, have hereunto set my hand and affixed my seal on behalf of said corporation this 11th day of February, 1998.

ENGINEERED PRODUCTS CO.

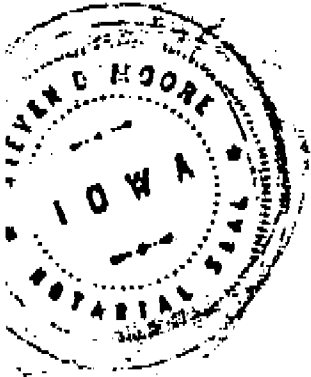
By: H. D. Leighty

Name: H. D. Leighty

Title: Chair of the Board

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 11th day of February, 1998, before me personally appeared H. D. Leighty, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Steven D. Moore

Notary Public

EXHIBIT A
to
ASSIGNMENT
by Engineered Products Company to EPCI Acquisition Corporation

Registered Trademarks - United States

TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE	MARK
1,730,755	November 10, 1992	FILTER MINDER
1,732,592	November 17, 1992	design