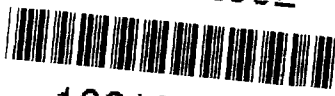


08-22-2002



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Form PTO-1594
(Rev. 03.01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Coltec North Carolina Inc. *18.19.02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: North Carolina
 Other _____

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

2. Name and address of receiving party(ies):

Name: _____ Coltec Industries Inc.
Internal
Address: _____ Four Coliseum Centre
Street Address: 2730 West Tyvola Road
City: Charlotte State: NC Zip: 28217

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

Execution Date: May 21, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
1699817; 1712599; 1737584; 1742117; 1767835
Additional number(s) attached Yes No

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

Name: Andrew Roppel, Esq.
Internal Address: Kilpatrick Stockton LLP
Street Address: 1001 West Fourth Street
City: Winston-Salem State: NC Zip: 27101

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(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.

Andrew Roppel *Andrew Roppel* August 14, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

08/21/2002 T DIAZ1 00000134 1699817
01 FC:481 40.00 OP
02 FC:482 100.00 OP

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

TRADEMARK
REEL: 002567 FRAME: 0105

TRADEMARK ASSIGNMENT

WHEREAS, Coltec North Carolina Inc, a corporation organized and existing under the laws of the State of North Carolina, having a place of business at Four Coliseum Centre, 2730 West Tyvola Road, Charlotte, North Carolina 28217, hereinafter Assignor, is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as "the Marks"); and


WHEREAS, Coltec Industries Inc, hereinafter Assignee, a corporation organized and existing under the laws of the State of Pennsylvania and having a principal place of business at Four Coliseum Centre, 2730 West Tyvola Road, Charlotte, North Carolina 28217, desires to acquire the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

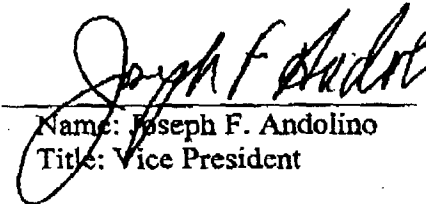
IN WITNESS WHEREOF Coltec North Carolina has caused this Trademark Assignment to be executed and delivered as of the 25th day of May, 2002.

COLTEC NORTH CAROLINA INC

By: 
Name: Kenneth L. Wagner
Title: Secretary

IN WITNESS WHEREOF Coltec Industries Inc has accepts this Trademark Assignment executed and delivered as of the 25th day of May, 2002.

COLTEC INDUSTRIES INC

By: 
Name: Joseph F. Andolino
Title: Vice President

SCHEDULE A

TRADE NAMES

MENASCO

TRADE MARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	
United States	SIMULCOAT	1,796,539	
	COLTEC INDUSTRIES & Design	1,699,817	
	COLTEC IND. & Design	1,712,599	
	COLTEC IND. & Design	1,737,584	
	COLTEC IND. & Design	1,742,117	
	COLTEC IND. & Design	1,767,835	
	COLTEC IND. & Design	1,835,154	
	COLTEC IND. DESIGN	909,429	
	Argentina	COLTEC DESIGN	1,454,835
		COLTEC DESIGN	1,454,836
COLTEC DESIGN		1,454,837	
COLTEC DESIGN		1,454,838	
COLTEC DESIGN		1,530,593	
COLTEC DESIGN		1,530,594	
Australia	COLTEC DESIGN	1,530,595	
	COLTEC IND. & Design	A561,347	
	COLTEC IND. & Design	A561,348	
	COLTEC IND. & Design	A561,349	
	COLTEC IND. & Design	A561,350	
	COLTEC IND. & Design	A561,351	
	COLTEC IND. & Design	A561,352	
Benelux	COLTEC IND. & Design	507,612	
Brazil	COLTEC IND. & Design	816938130	
	COLTEC IND. & Design	816938148	
	COLTEC IND. & Design	816938164	
	COLTEC IND. & Design	816938172	
	COLTEC IND. & Design	816938180	
	COLTEC IND. & Design	816938199	
	COLTEC DESIGN	006206115	
	COLTEC DESIGN	006206123	
	COLTEC DESIGN	006206131	
	Canada	COLTEC DESIGN	TMA 209,209
Denmark	COLTEC IND. & Design	VR 03.354 1995	
France	COLTEC DESIGN	1,052,601	
Germany	COLTEC IND. & Design	2,034,922	
Italy	COLTEC IND. & Design	613,959	
Japan	COLTEC IND. & Design	2,676,660	

TRADE MARK

REEL: 002567 FRAME: 0109

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>
	COLTEC IND. & Design	2,685,980
	COLTEC IND. & Design	2,701,308
	COLTEC IND. & Design	2,702,558
	COLTEC IND. & Design	2,711,830
	COLTEC DESIGN	2,676,559
	COLTEC DESIGN	2,684,568
	COLTEC DESIGN	2,685,979
	COLTEC DESIGN	2,698,536
	COLTEC DESIGN	2,701,307
Korea	COLTEC DESIGN	262,743
	COLTEC DESIGN	271,432
	COLTEC DESIGN	271,680
Mexico	COLTEC IND. & Design	412,589
	COLTEC IND. & Design	412,590
	COLTEC IND. & Design	415,431
	COLTEC IND. & Design	426,863
	COLTEC IND. & Design	430,325
	COLTEC IND. & Design	441,100
Norway	COLTEC IND. & Design	154,574
Puerto Rico	COLTEC IND. & Design	32,032
	COLTEC IND. & Design	32,033
	COLTEC IND. & Design	32,034
	COLTEC IND. & Design	32,035
Spain	COLTEC IND. & Design	1,669,774
	COLTEC IND. & Design	1,669,775
	COLTEC IND. & Design	1,669,777
	COLTEC IND. & Design	1,669,778
Sweden	COLTEC IND. & Design	251,119
Switzerland	COLTEC IND. & Design	394,441
Taiwan	COLTEC DESIGN	596,758
	COLTEC DESIGN	597,061
	COLTEC DESIGN	609,243
	COLTEC DESIGN	660,243
	COLTEC DESIGN	682,424
U.K.	COLTEC IND. & Design	1,477,473
	COLTEC IND. & Design	1,447,474
	COLTEC IND. & Design	1,447,475
	COLTEC IND. & Design	1,447,476
	COLTEC IND. & Design	1,447,477
Brazil	COLTEC IND. & Design	816938156
India	COLTEC IND. & Design	560,412
	COLTEC IND. & Design	560,413
	COLTEC IND. & Design	560,414
	COLTEC IND. & Design	560,415
	COLTEC IND. & Design	560,416

COUNTRY

MARK

REG. NO.

Taiwan

COLTEC IND. & Design
COLTEC DESIGN
COLTEC DESIGN
COLTEC DESIGN

560,417
84005432
84005441
84048650