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09-05-2002

Form PTO-1594 (Rev. 03.01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office OFFICE OF PUBLIC RECORDS

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

FINANCE SECTION

1. Name of conveying party(ies): Coltec Industries Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State: Pennsylvania [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies): Name: Coltec North Carolina Inc. Internal Address: Four Coliseum Centre Street Address: 2730 Tyvola Road City: Charlotte State: NC Zip: 28217 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State: North Carolina [ ] Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other: Nunc pro tunc assignment effective as of December 31, 1997 Execution Date: August 23, 2002

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

B. Trademark Registration No.(s) 671847; 1193010; 2087845

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: 3 7. Total fee (37 CFR 3.41): \$ 90.00 [X] 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 27, 2002 Name of Person Signing Signature Date

09/04/2002 LMUELLER 00000104 671847

Total number of pages including cover sheet, attachments, and document: 11

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

51382-273835 WINLIB01 965223.1

TRADEMARK REEL: 002575 FRAME: 0789

**TRADEMARK ASSIGNMENT**  
**NUNC PRO TUNC**

WHEREAS, Coltec Industries Inc., a Pennsylvania corporation having a place of business at 3 Coliseum Centre, 2550 West Tyvola Road, Charlotte, North Carolina 28217 (“ASSIGNOR”), is the record owner of certain marks which are registered in the U.S. Patent and Trademark Office, namely: Registration No. 671847 for the mark DULON; Registration No. 1193010 for the mark FLAMEOUT; and Registration No. 2087845 for the mark VIBLON (hereinafter referred to collectively as the “Marks”); and

WHEREAS, on December 31, 1997, Assignor executed that certain Trademark Assignment (attached hereto as Exhibit A) transferring numerous trademarks, service marks, trade names, and trademark registrations and applications to Coltec North Carolina Inc., a North Carolina corporation now dissolved and formerly having a mailing address at Four Coliseum Centre, 2730 Tyvola Road, Charlotte, North Carolina 28217 (“ASSIGNEE”), but having inadvertently omitted the Marks; and

WHEREAS, Coltec Industries Inc. now wishes to correct this inadvertent error in a form acceptable for recordation by the U.S. Patent and Trademark Office;

WHEREAS, Coltec North Carolina Inc. wishes to confirm its acquisition of the Marks in a form acceptable for recordation by the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does assign, convey, and transfer unto Coltec North Carolina Inc. the entire right, title, and interest in and to said Marks and the said registrations thereof, including the right to sue for damages and other remedies in respect of any infringement of the Marks which may have occurred before the effective date of this assignment, together with the goodwill of the business symbolized by said Marks. This Assignment is expressly made NUNC PRO TUNC, this Assignment to have the same legal force and effect as if executed on December 31, 1997.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by the undersigned authorized representatives.

**COLTEC INDUSTRIES INC.  
(ASSIGNOR)**

By: John R Mayo  
Printed Name: John R. Mayo  
Title: Assistant Secretary  
Date: 8/23/02

**COLTEC NORTH CAROLINA INC.  
(ASSIGNEE)**

By: John R Mayo  
Printed Name: John R. Mayo  
Title: Assistant Secretary  
Date: 8/23/02

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

I, KANDACE HEINTZELMAN, a Notary Public for said County and State, do hereby certify that JOHN R. MAYO personally appeared before me this day and acknowledged that he executed the foregoing Trademark Assignment on behalf of said ASSIGNOR and pursuant to authority duly received.

WITNESS my hand and notarial seal or stamp, this the 23rd day of August, 2002.

Kandace Heintzelman  
Notary Public

My Commission Expires:

NOVEMBER 1, 2006

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

I, KANDACE HEINTZELMAN Notary Public for said County and State, do hereby certify that JOHN R. Mayo personally appeared before me this day and acknowledged that he executed the foregoing Trademark Assignment on behalf of said ASSIGNEE and pursuant to authority duly received.

WITNESS my hand and notarial seal or stamp, this the 23rd day of August, 2002.

Kandace Heintzelman  
Notary Public

My Commission Expires:

November 1, 2006

51382-273835  
WINLIB01:963513.1

## TRADEMARK ASSIGNMENT

WHEREAS, Coltec Industries Inc., a corporation organized and existing under the laws of the State of Pennsylvania, having a place of business at 3 Coliseum Centre, 2550 West Tyvola Road, Charlotte, North Carolina 28217 ("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 North Carolina Inc., a corporation organized and existing under the laws of the State of North Carolina ("Assignee"), 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.

This Trademark Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

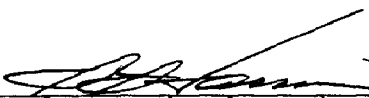
IN WITNESS WHEREOF, \_\_\_\_\_ has caused this Trademark Assignment to be executed and delivered as of this 31<sup>st</sup> day of December, 1997

COLTEC INDUSTRIES INC.

By:   
Name: David D. Harrison  
Title: Vice President & Treasurer

IN WITNESS WHEREOF, COLTEC NORTH CAROLINA INC. accepts this Trademark Assignment executed and delivered as of this 31<sup>st</sup> day of December, 1997.

COLTEC NORTH CAROLINA INC.

By:   
Name: David D. Harrison  
Title: President

State of North Carolina,  
County of Mecklenburg;

ss.:

On the 31st day of December, 1997, before me personally came David P. Hauism, to me known, who being by me duly sworn, did depose and say that he/she is the Executive Vice President of Coltec Industries Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]

Christine Leary  
Notary Public

**MY COMMISSION  
EXPIRES 3-3-2002**

State of North Carolina,  
County of Mecklenburg;

ss.:

On the 31st day of December, 1997, before me personally came David P. Hauism, to me known, who being by me duly sworn, did depose and say that he/she is President of Coltec North Carolina Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors.

[Notarial Seal]

Christine Leary  
Notary Public

**MY COMMISSION  
EXPIRES 3-3-2002**

## SCHEDULE A

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Unites States	COLTEC INDUSTRIES & Design	1,699,817	07/07/92
	COLTEC IND. & Design	1,712,599	09/01/92
	COLTEC IND. & Design	1,737,584	12/01/92
	COLTEC IND. & Design	1,742,117	12/03/91
	COLTEC IND. & Design	1,767,835	04/27/93
	COLTEC IND. & Design	1,835,154	05/10/94
	COLTEC IND. DESIGN	909,429	03/09/71
Argentina	COLTEC DESIGN	1,454,835	07/30/93
	COLTEC DESIGN	1,454,836	07/30/93
	COLTEC DESIGN	1,454,837	07/30/93
	COLTEC DESIGN	1,454,838	07/30/93
	COLTEC DESIGN	1,530,593	06/30/94
	COLTEC DESIGN	1,530,594	06/30/94
	COLTEC DESIGN	1,530,595	06/30/94
Australia	COLTEC IND. & Design	A561,347	08/08/91
	COLTEC IND. & Design	A561,348	08/08/91
	COLTEC IND. & Design	A561,349	08/08/91
	COLTEC IND. & Design	A561,350	08/08/91
	COLTEC IND. & Design	A561,351	08/08/91
	COLTEC IND. & Design	A561,352	08/08/91
Benelux	COLTEC IND. & Design	507,612	08/08/91
Brazil	COLTEC IND. & Design	816938130	03/04/97
	COLTEC IND. & Design	816938148	03/04/97
	COLTEC IND. & Design	816938164	03/04/97
	COLTEC IND. & Design	816938172	03/04/97



<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
	COLTEC IND. & Design	816938180	02/22/94
	COLTEC IND. & Design	816938199	03/29/94
	COLTEC DESIGN	006206115	12/25/75
	COLTEC DESIGN	006206123	12/25/75
	COLTEC DESIGN	006206131	12/25/75
Canada	COLTEC DESIGN	TMA 209,209	09/15/75
Denmark	COLTEC IND. & Design	VR 03.354 1995	06/02/95
France	COLTEC DESIGN	1,052,601	06/09/68
Germany	COLTEC IND. & Design	2,034,922	04/22/93
Italy	COLTEC IND. & Design	613,959	09/25/91
Japan	COLTEC IND. & Design	2,676,660	06/29/94
	COLTEC IND. & Design	2,685,980	07/29/94
	COLTEC IND. & Design	2,701,308	12/22/94
	COLTEC IND. & Design	2,702,558	01/31/95
	COLTEC IND. & Design	2,711,830	12/26/95
	COLTEC DESIGN	2,676,559	06/29/94
	COLTEC DESIGN	2,684,568	07/29/94
	COLTEC DESIGN	2,685,979	07/29/94
	COLTEC DESIGN	2,698,536	10/31/94
	COLTEC DESIGN	2,701,307	12/22/94
Korea	COLTEC DESIGN	262,743	05/14/93
	COLTEC DESIGN	271,432	08/11/93
	COLTEC DESIGN	271,680	08/14/93

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Mexico	COLTEC IND. & Design	412,589	05/07/92
	COLTEC IND. & Design	412,590	05/07/92
	COLTEC IND. & Design	415,431	06/03/92
	COLTEC IND. & Design	426,863	12/01/92
	COLTEC IND. & Design	430,325	01/28/93
	COLTEC IND. & Design	441,100	09/03/92
Norway	COLTEC IND. & Design	154,574	01/14/93
Puerto Rico	COLTEC IND. & Design	32,032	11/12/92
	COLTEC IND. & Design	32,033	11/12/92
	COLTEC IND. & Design	32,034	11/12/92
	COLTEC IND. & Design	32,035	11/12/92
Spain	COLTEC IND. & Design	1,669,774	11/25/91
	COLTEC IND. & Design	1,669,775	11/25/91
	COLTEC IND. & Design	1,669,777	11/25/91
	COLTEC IND. & Design	1,669,778	11/25/91
Sweden	COLTEC IND. & Design	251,119	08/27/93
Switzerland	COLTEC IND. & Design	394,441	09/07/92
Taiwan	COLTEC DESIGN	596,758	05/01/93
	COLTEC DESIGN	597,061	05/01/93
	COLTEC DESIGN	609,243	08/16/93
	COLTEC DESIGN	660,243	05/01/93
	COLTEC DESIGN	682,424	06/16/95
U.K.	COLTEC IND. & Design	1,477,473	01/07/94
	COLTEC IND. & Design	1,447,474	07/23/93
	COLTEC IND. & Design	1,447,475	
	COLTEC IND. & Design	1,447,476	07/30/93
	COLTEC IND. & Design	1,447,477	

<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>APP. DATE</u>
Brazil	COLTEC IND. & Design	816938156	10/09/92
India	COLTEC IND. & Design	560,412	10/16/91
	COLTEC IND. & Design	560,413	10/16/91
	COLTEC IND. & Design	560,414	10/16/91
	COLTEC IND. & Design	560,415	10/16/91
	COLTEC IND. & Design	560,416	10/16/91
	COLTEC IND. & Design	560,417	10/16/91
Taiwan	COLTEC DESIGN	84005432	06/16/95
	COLTEC DESIGN	84005441	
	COLTEC DESIGN	84048650	

