

Form PTO-1594

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

TRADEMARKS ONLY

U.S. Patent & Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies): <u>Dayco Products, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State (Delaware) <input checked="" type="checkbox"/> Other <u>-Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Carlisle Management Company</u> Internal Address: _____ Street Address: <u>250 South Clinton Street</u> City: <u>Syracuse</u> State: <u>New York</u> Zip: <u>13202</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 17, 2001</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration No.(s) SEE ATTACHED</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Donald F. Frei, Esq.</u> Internal Address: <u>Wood, Herron & Evans, L.L.P.</u> <u>2700 Carew Tower</u> Street Address: <u>441 Vine Street</u> City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>24</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$615.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u> (Attach duplicate copy of this page if paying by deposit account)</p>

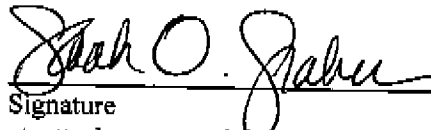
DO NOT USE THIS SPACE

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.

Sarah Otte Graber, Esq.

Name of Person Signing


Signature

4/18/03
Date

Total number of pages including cover sheet, attachments, and document: 13

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Form PTO-1594 - RECORDATION FORM COVER SHEET ATTACHMENTDAYCO PRODUCTS, LLC TO CARLISLE MANAGEMENT COMPANY

<u>MARK</u>	<u>FILING DATE</u>	<u>REGISTRATION NO./SERIAL NO.</u>	<u>REGISTRATION DATE</u>
COG-BELT	February 11, 1957	657,136	January 14, 1958
THORO-LINK	November 18, 1957	666,311	August 26, 1958
BLUE RIBBON	May 3, 1960	709,072	December 27, 1960
POWER-WEDGE	January 28, 1963	755,504	August 27, 1963
DURAPOWER	April 19, 1962	757,776	October 1, 1963
SYNCHRO-COG	October 19, 1964	793,635	August 3, 1965
VEE-BAND	August 14, 1967	844,104	February 13, 1968
XDV	March 24, 1972	963,611	July 10, 1973
E-Z FLEX	February 5, 1973	987,778	July 9, 1974
THE INCREDIBLE MAX	August 14, 1974	1,031,401	January 27, 1976
UFL	April 14, 1977	1,080,806	January 3, 1978
COG-BAND	August 30, 1976	1,084,514	February 7, 1978
POWER-WEDGE	March 31, 1978	1,113,017	February 13, 1979
WEDGE-BAND	January 11, 1979	1,134,133	April 29, 1980
SUPER BLUE RIBBON	May 7, 1979	1,144,757	December 30, 1980
ARAMAX	September 24, 1979	1,157,361	June 9, 1981
CHEK MATE	March 22, 1982	1,246,866	August 2, 1983
E-Z FLEX	June 6, 1985	1,376,929	January 7, 1986
ULTIMAX	January 13, 1989	1,556,735	September 19, 1989
DAYWARE	May 23, 1990	1,645,046	May 21, 1991
YARDMATE	May 11, 1989	1,614,622	September 25, 1990
TOPMAX	November 2, 1992	1,791,503	September 7, 1993
SUPER II	February 16, 1994	1,868,013	December 20, 1994
RPP	April 19, 1994	1,889,620	April 18, 1995

**INDUSTRIAL POWER TRANSMISSION
INTELLECTUAL PROPERTY AGREEMENT**

This Intellectual Property Agreement ("Agreement") is entered into as of August 17, 2001, by and among DAYCO PRODUCTS, LLC, a Delaware limited liability company, and the other Sellers set forth on the signature pages hereto, in each case with offices at c/o Mark IV Industries, Inc., One Towne Centre, 501 John James Audubon Parkway, Amherst, New York 14226-0810 (collectively, "Sellers"), and CARLISLE MANAGEMENT COMPANY ("Buyer"). Sellers and Buyer are sometimes hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Sellers and Buyer will enter into an Asset Purchase Agreement (the "Purchase Agreement") concurrently with this Agreement;

WHEREAS, Sellers are the beneficial owners of certain ownership and license rights in and to the Licensed Intellectual Property (as defined herein) and wish to license the same to Buyer for use primarily in the operation of the Industrial Power Transmission Business (as defined in the Purchase Agreement);

WHEREAS, Sellers are the beneficial owners of certain ownership and license rights in and to the CVT Licensed Patents (as defined herein) and wish to license the same to Buyer for use primarily in the operation of the Industrial Power Transmission Business;

WHEREAS, pursuant to the terms of the Purchase Agreement Buyer has acquired certain ownership and license rights in and to the Transferred Intellectual Property (as defined herein) and wishes to license the same to the Sellers for use in the operation of Sellers' ongoing businesses which are separate and apart from the Industrial Power Transmission Business;

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the respective representations, warranties, agreements, conditions and premises contained herein, the Parties hereto agree as follows:

**SECTION 1
DEFINITIONS**

In this Agreement the following terms shall have the meanings set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

1.1 "CVT Licensed Patents" means those items of Licensed Intellectual Property relating to the Transferred CVT Business that are to be licensed to Buyer and are set forth on Exhibit B, Schedule 4 hereto. "CVT Licensed Patents" shall not include any future development, modification or improvement of such items of Licensed Intellectual Property.

1.2 "Dayco Marks" shall mean those items of Licensed Intellectual Property as are set forth on Exhibit B, Schedule 3 hereto.

1.3 "Licensed Intellectual Property" shall mean the Licensed Patents, Licensed Trademarks and Licensed Trade Secrets relating to the Industrial Power Transmission Business that are to be licensed to Buyer and are set forth on Exhibit B hereto.

1.4 "Licensed Patents" shall mean the patents, patent applications, utility models and utility model applications owned by or licensed to Sellers, including any equivalents, divisionals, continuations, continuations-in-part, re-issues, registrations, additions or extensions thereof, as well as any further patents, patent applications, utility models and utility model applications which are owned by or licensed to Sellers and relate to the manufacture, packaging, use or sale of any of the Products, or components or ingredients thereof, or any packaging therefor, all of which are set forth on Exhibit B, Schedule 1 hereto.

1.5 "Licensed Trademarks" shall mean the trademarks, trademark registrations, designs, service marks, brand names, trade dress, visual properties and the like as set forth on Exhibit B, Schedule 2 hereto, together with all related civil or common law intellectual property rights such as copyrights, copyright registrations, designs, design registrations, rights in musical compositions and the like, whether owned by or licensed to Sellers, and whether registered, applied for or not.

1.6 "Licensed Trade Secrets" means the technical or scientific information, designs, procedures, and formulas related to the compounds, constructions, materials and fabrics used in the Industrial Power Transmission Business that are owned by Sellers, are to be licensed to Buyer and are described on Exhibit B, Schedule 5 and Exhibit B, Schedule 6 (the Restricted Trade Secrets) hereto.

1.7 "Products" shall mean the products manufactured, packaged, or sold by the Sellers in the ordinary course of Sellers' operation of the Industrial Power Transmission Business as of the date of this Agreement.

1.8 "Restricted Trade Secrets" means the technical or scientific information, designs, procedures, and formulas related to the compounds, constructions, materials and formulas used in the Industrial Power Transmission Business that are owned by Sellers, are to be licensed to Buyer and are described on Exhibit B, Schedule 6 hereto.

1.9 "Transferred Intellectual Property" shall mean the Sellers' interests in patents, trademarks, and trade secrets relating to the Industrial Power Transmission Business that are to be transferred to Buyer and are set forth on Exhibit A hereto.

1.10 "Ultimax Marks" shall mean those trademarks acquired by Buyer as part of the Transferred Intellectual Property and related trade names, service marks, and trade dress, that are to be licensed to Sellers and are set forth on Exhibit B, Schedule 3 hereto.

SECTION 2
ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

Sellers hereby sell, assign and transfer to Buyer, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of Seller's right, title and interest in and to the Transferred Intellectual Property, together with the goodwill (if any) symbolized by the Transferred Intellectual Property, and the Registrations thereof, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Buyer, its successors and assigns.

SECTION 3
LICENSE OF LICENSED TRADEMARKS

3.1 Sellers' Grant of License for Licensed Trademarks.

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]


(e) [REDACTED]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their respective behalf, by their respective officers thereunto duly authorized, of the day and year first above written.

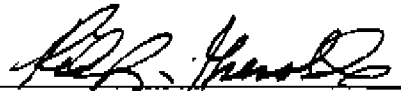
Sellers:

DAYCO PRODUCTS LLC


By: Mark IV Industries, Inc., its sole member

By: 
Name: Rick Grenolds
Title: Vice President

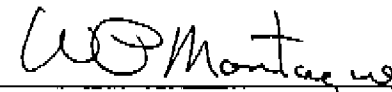
MARK IV INDUSTRIES, INC.

By: 
Name: Rick Grenolds
Title: Vice President


DAYCO PACIFIC PTY LTD.

By: 
Name: William P. Montague
Title: Director

MARK IV LUXEMBOURG S.A.R.L.

By: 
Name: William P. Montague
Title: Director

MARK IV INDUSTRIES CANADA CORP.

By: 
Name: Rick Grenolds
Title: Vice President

DAYCO EUROPE LTD.

By: W P Montague
Name: William P. Montague
Title: Director

DAYCO DISTRIBUTING INC.

By: W P Montague
Name: William P. Montague
Title: President

MARK IV INDUSTRIES GMBH

By: R Grenolds
Name: Richard Grenolds
Title: Authorized Signatory

MARK IV AB

By: R Grenolds
Name: Richard Grenolds
Title: Authorized Signatory

DAYCO EUROPE S.A.R.L.

By: R Grenolds
Name: Richard Grenolds
Title: Authorized Signatory

Buyer:

CARLISLE MANAGEMENT COMPANY

By: *S. Ford*
Name: Steven Ford
Title: Secretary

TRADEMARK	FILING DATE	S.N.	REG. DATE	REG. NUMBER	GOODS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HELMAN	8/24/88	101776	8/24/88	101776	Machine coupling and belts, except for [REDACTED] including [REDACTED] and [REDACTED]
HELMAN	8/24/88	101780	8/24/88	101780	Motor Vehicles and accessories [REDACTED]

ARAMAX	9/24/79	235377	6/9/81	1157361	V-belt Cords
BLUE RIBBON	5/03/60	096319	12/27/60	0709072	Belts
CHEK MATE & DESIGN	3/22/82	356166	8/2/83	1246866	Power Transmission Belts for Industrial Machines
COG-BAND	8/30/76	098212	2/7/78	1084514	V-belts

<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>S.N.</u>	<u>REG. DATE</u>	<u>REG. NUMBER</u>	<u>GOODS</u>
COG-BELT	2/11/57	024129	1/14/58	0657136	V-Type Belts
DAYWARE	5/23/90	061877	5/21/91	1645046	Computer Software and Instruction Manuals Sold as a Unit for the Design or Election of Automotive and Industrial Products
DURAPOWER	4/19/62	142620	10/1/63	0757776	Power Transmission Belts
E-Z FLEX	6/6/85	541710	1/7/86	1376929	Flange Assemblies and Flexible Elements for Power Transmission Couplings
E-Z FLEX	2/5/73	447833	7/9/74	0987778	Power Transmission Couplings
POWER-WEDGE	1/28/63	161477	8/27/63	0755504	Transmission Belts
POWER-WEDGE	3/31/78	164590	2/13/79	1113017	Sheaves
SUPER BLUE RIBBON	5/7/79	214801	12/30/80	1144757	V-Belts
SUPER II	2/16/94	490726	12/20/94	1868013	Automotive V-Belts
SYNCHRO-COG	10/19/64	204216	8/3/65	0793635	Pulleys; Power Transmission Belts

<u>CLASS</u>	<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>S.N.</u>	<u>REG. DATE</u>	<u>REG. NUMBER</u>	<u>GOODS</u>
7	THORO-LINK	11/18/57	040819	8/26/58	0666311	V-Belts
	UFL	4/14/77	122779	1/3/78	1080806	V-Belts
	VEE-BAND	8/14/67	278195	2/13/68	0844104	Power Transmission Belts
	WEDGE-BAND	1/11/79	199719	4/29/80	1134133	V-Belts
	XDV	3/24/72	419425	7/10/73	0963611	Power Transmission Belting
	YARDMATE	5/11/89	799353	9/25/90	1614622	Idler Pulleys for outdoor Power Equipment, namely, Lawn Mowers, Tillers, Mulchers and Cement Smoothers
1	BLUE RIBBON		768235	11/18/81	085725	Belts

PART A - SCHEDULE 2A
REGISTERED TRADEMARKS
REL TO MARK IV

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>S.N.</u>	<u>REG. DATE</u>	<u>REG. NUMBER</u>	<u>GOODS</u>
UNITED STATES	RPP	4/19/94	514156	4/18/95	1889620	Power Transmission Belts for Machines, Power Transmission Belts for Land Motor Vehicles

**PART A - SCHEDULE 3
MAX MARKS
RELATIVE TO MARK IV**

<u>MARK</u>	<u>TRADEMARK</u>	<u>FILING DATE</u>	<u>S.N.</u>	<u>REG. DATE</u>	<u>REG. NUMBER</u>	<u>GOODS</u>
MAX	MAX	6/22/72	265570	9/22/74	198285	Power Transmission Belts and Snowmobile Belts
MAX	MAX	6/22/72	265570	9/22/74	201287	Power Transmission Belts and Snowmobile Belts
THE INCREDIBLE MAX	THE INCREDIBLE MAX	7/24/74	277260	1/6/76	211070	Power Transmission Belts
ULTIMAX	ULTIMAX	11/01/90	615705	1/11/91	370891	Power Transmission Belts for Snowmobiles
THE INCREDIBLE MAX		8/14/74	029447	1/27/76	1031401	Snowmobile Drive Belts
TOPMAX		11/2/92	327605	9/7/93	1791503	Snowmobile Drive Belts
ULTIMAX		1/13/89	774550	9/19/89	1556735	Power Transmission Belts for Snowmobiles