

FORM PTO-1595

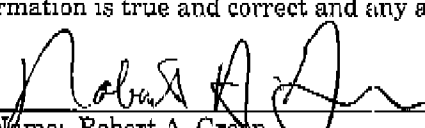
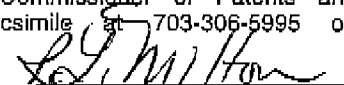
Docket No. 38140/RAG/J182

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Mail Stop Assignment - Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Post Office Box 7068  
Pasadena, CA 91109-7068

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

<p><b>1. Name of conveying party(ies):</b> <b>Security Pacific Business Credit Inc. (in a collateral sale under the provisions of a Financing Order entered into with Josam Manufacturing Co. on August 26, 1985)</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Exists Under Laws of DELAWARE</p> <p>Additional name(s) of conveying party(ies) attached: n/a</p>		<p><b>2. Name and address of receiving party(ies):</b> Name: <b>JOSAM COMPANY</b></p> <p>Street Address: 354 Cypress Drive, Jupiter, Florida 33469</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 <input checked="" type="checkbox"/> Exists Under Laws of FLORIDA</p>	
<p><b>3. Name of conveyance:</b></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Bill of Sale dated February 18, 1987 from Security Pacific Business Credit, Inc., the Creditor of Josam Manufacturing Co. (Delaware), transferring its collateral, including the trademark rights of Josam Manufacturing Co. (Delaware), to Josam Company, a Florida Corporation. (Also enclosed is the Notice Letter of February 6, 1987 from the Attorney for Security Pacific Business Credit, Inc. enabling Security Pacific Business Credit, Inc. to sell the collateral.)</p> <p>Execution Date: FEBRUARY 18, 1987</p>			
<p><b>4. A. Trademark Application No.(s)</b></p>		<p><b>4. B. Trademark Registration No.(s)</b> 164,281</p>	
Additional numbers attached? NO			
<p><b>5. Please return the recorded document and address all correspondence to:</b></p> <p align="center"><b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: ROBERT A. GREEN</p>		<p><b>6. Total number of applications or registrations involved</b> <input type="text" value="1"/></p> <p><b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</b></p> <p><b>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</b></p>	
<p><b>9. <input type="checkbox"/> Explanatory letter is enclosed.</b></p>			
<p><b>10. Statement and signature.</b> 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.</p> <p>Date: July 30, 2003</p> <p align="right">By  Name: Robert A. Green 626/795-9900</p>			
<p>I hereby certify that this correspondence is being transmitted to the Commissioner of Patents and Trademarks via facsimile at 703-306-5995 on July 30, 2003.</p> <p align="center"> Signature</p>		<p>Total number of pages including cover sheet, attachments, and document <input type="text" value="6"/></p>	

RAG/rlm

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BILL OF SALE

For the sum of TWO THOUSAND FOUR HUNDRED THIRTY THOUSAND ONE HUNDRED  
THREE AND THREE CENTS Dollars (\$ 2,430,103.03 ), receipt of which is hereby acknowledged, SECURITY PACIFIC BUSINESS CREDIT INC., 1 East 22nd Street, Suite 220, Lombard, Illinois 60148 ("Seller") does hereby sell, assign, transfer and convey to JOSAM COMPANY, a Florida corporation, 354 Cypress Drive, Jupiter, Florida 33469 ("Buyer"), its successors and assigns, forever, all of Seller's and Old Josam's (as defined below) right, title and interest in and to the following:

A. All accounts receivable owned by Josam Manufacturing Co., a Delaware corporation, and Josam-Wey Valve Manufacturing Co., a Delaware corporation (Josam Manufacturing Co. and Josam-Wey Valve Manufacturing Co. are collectively referred to as "Old Josam") and existing at the close of business on February 17, 1987 (the "Receivables"), including but not limited to the Receivables listed on the Schedule attached hereto as Exhibit A;

B. All inventory owned by Old Josam, wheresoever located and existing at the close of business on February 17, 1987, including finished goods, raw materials, work in process, supplies, goods in transit and goods held at outside processors, including but not limited to the Inventory described on the Schedule attached hereto as Exhibit B (the "Inventory");

C. All equipment, machinery, furniture, tools, dies, jigs, molds, patterns, packaging and delivery supplies and appliances owned by Old Josam and existing at the close of business on February 17, 1987, including but not limited to the items of personal property described on the Schedule attached hereto as Exhibit C (the "Equipment"); and

D. The general intangibles and good will owned by Old Josam at the close of business on February 17, 1987, including the trade names "Josam" and "Wey-Valve", customer lists, computer software, patents and trademarks and other tradenames (the "Intangibles").

All of the foregoing property and interest in property being hereinafter referred to collectively as the "Sale Property";

TO HAVE AND TO HOLD, all the Sale Property hereby sold, assigned, transferred and conveyed unto Buyer and to its successors and assigns, to itself and its own use and behalf forever.

THIS SALE, ASSIGNMENT, TRANSFER AND CONVEYANCE OF ALL OF THE SALE PROPERTY BY SELLER TO BUYER AND BUYER'S ACQUISITION OF THE SALE PROPERTY IS MADE "AS IS" AND WITHOUT ANY WARRANTIES BY,

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REPRESENTATIONS BY OR RECOURSE TO SELLER OF ANY KIND, NATURE OR DESCRIPTION WHATSOEVER RELATING TO ANY WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PHYSICAL CONDITION, QUANTITY, COLLECTIBILITY OR VALUE; AND THE CORRECTNESS OF BOOKS AND RECORDS OF SELLER OR OLD JOSAM IN CONNECTION WITH ANY OF THE FOREGOING.

Buyer acknowledges receipt of the Sale Property, AS IS, WHERE IS.

Subject to the foregoing, this private sale is made by Seller pursuant to Sections 6-103, 9-503 and 9-504 of the Uniform Commercial Code and Seller's rights under the provisions of the Amended Stipulation and Nunc Pro Tunc Order Approving Use of Cash Collateral and Obtaining Secured Indebtedness (the "Financing Order") entered into between Josam Manufacturing Co., as debtor in possession, and Seller and approved by the Bankruptcy Court on August 26, 1985, and pursuant to a Loan and Security Agreement dated December 27, 1983 (the "Josam Financing Agreement") incorporated and continued in the Financing Order and a Loan and Security Agreement dated December 27, 1983, between Josam-Wey Valve Manufacturing Co. and Seller.

AND, for the consideration aforesaid, Seller, for itself and its successors and assigns as covenanted by this Bill of Sale, does covenant with Buyer that Seller and its successors and assigns will do, execute and deliver all such further acts, transfers, assignments and conveyances as are reasonably required to confirm the within sale of the Sale Property to Buyer.

This Bill of Sale is subject to the terms and conditions of the letter agreement of even date herewith between Seller and Buyer, a copy of which is annexed hereto as Exhibit D.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be signed by its proper corporate officer as of this 18th day of February, 1987.

SECURITY PACIFIC BUSINESS CREDIT  
INC.

By: Albert R. Goss  
Title: Vice President

FROM : KANIA LINDNER

610 668 9676

2003-07-01

08:36

#574 P.04/09

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DeKalb )

On this 18th day of February, 1987, before me personally appeared Albert R. Stoss, being by me duly sworn, who did depose and say that he resides at 875 Mayfield St., Aurora, Illinois, that he is a Vice President of SECURITY PACIFIC BUSINESS CREDIT INC., the Seller described in and which executed the foregoing Bill of Sale.

Rosanne L. Klonowski  
Notary Public



February 6, 1987

Josam Manufacturing Co.  
1508 East Second Street  
Michigan City, IN 46360

Rexnord, Inc.  
350 North Summery Slope  
Brookfield, WI 53005

Economic Development Administration  
U.S. Department of Commerce  
Room 7836  
Washington, DC 20230  
Attention: Mr. Michael Oberlitner  
Director Liquidation Division

Gentlemen:


This will confirm the notification given you that Security Pacific Business Credit, Inc. ("Security Pacific") will sell the Collateral referred to below at one or more private sales on or after February 17, 1987. The sale will be made as a result of a default under the terms and provisions of the Amended Stipulation and Nunc Pro Tunc Order Approving Use of Cash Collateral and Obtaining Secured Indebtedness (the "Financing Order") entered into between Josam Manufacturing Co., as debtor in possession (the "Debtor"), and Security Pacific and approved by the Bankruptcy Court on August 26, 1985 and pursuant to the Loan and Security Agreement dated December 27, 1983

(the "Financing Agreement") incorporated and continued in the Financing Order. The Financing Order and Financing Agreement secure indebtedness owing by Debtor to Security Pacific.

The Collateral securing such indebtedness includes, without limitation, the properties referred to in Exhibit A attached hereto and all monies on deposit and all proceeds and products thereof.

On February 6, 1987, the Bankruptcy Court for the Northern District of Ohio in Case No. B85-1895 in which Debtor is the debtor in possession lifted the stay in order to permit the sale of the Collateral.

Security Pacific Business  
Credit, Inc.

By   
David F. Snow  
Attorney

cc: Mr. Lewis Pollster