

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Milliken Valves Company, Inc.		01/24/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Milliken Acquisition Corp.
Street Address:	1995 Highland Avenue, Suite 500
City:	Bethlehem
State/Country:	PENNSYLVANIA
Postal Code:	18020-9081
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2723635	MILLCENTRIC

CORRESPONDENCE DATA

Fax Number: (404)962-6786
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-885-3434
 Email: trademarks@troutmansanders.com
 Correspondent Name: Jeri N. Sute
 Address Line 1: Troutman Sanders LLP
 Address Line 2: 600 Peachtree St., N.E., Suite 5200
 Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	14581.3
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NAME OF SUBMITTER:	Jeri N. Sute
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Total Attachments: 5
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OP \$40.00 2723635

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is dated as of the 24th day of January, 2003 by and between **Milliken Valves Company, Inc.**, a Delaware corporation ("Assignor"), and **Milliken Acquisition Corp.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 24, 2003 (the "Asset Purchase Agreement"), providing for, among other things, the assignment by Assignor to Assignee of certain Assets (as defined in the Asset Purchase Agreement) and for the assumption of certain Assumed Liabilities (as defined in the Asset Purchase Agreement) by Assignee; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purposes of the Asset Purchase Agreement by the execution and delivery of this instrument evidencing the assignment by Assignor to Assignee of the Assets and the assumption of the Assumed Liabilities by Assignee; and

WHEREAS, capitalized terms not otherwise defined in this Assignment and Assumption Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, sets over, delivers, assigns and transfers to Assignee, free and clear of any and all Encumbrances, other than Permitted Encumbrances, and Assignee hereby assumes, the Assets, including, without limitation:

- (a) the Real Property Interests and Seller's Facilities;
- (b) Assignor's inventories of raw materials, works in progress, finished goods, parts and supplies;
- (c) the Assumed Contracts;
- (d) the Assignment and License of Intellectual Property Rights;
- (e) all owned personal property owned by Assignor and used or held for use in Assignor's conduct of the Business wherever located, including, without limitation, machinery, equipment, tooling, dies, jigs, fixtures, patterns,

molds, tools, business machines, computer hardware, vehicles, furniture, fixtures and packaging whether located at Seller's Facilities or at a third party supplier;

- (f) all deposits, advances and credits;
- (g) all Intellectual Property, including, without limitation, the trade names and/or trademarks "Milliken", "Milliken Valves Company" and "Millcentric";
- (h) all product specifications, drawings and information relating to the manufacturing and assembly specifications and formulations for products manufactured through the conduct of the Business;
- (i) all rights to causes of actions, lawsuits, judgments, claims and demands of any nature available to Assignor, whether arising by way of counterclaim or otherwise, other than counterclaims related to the Excluded Assets, Excluded Contracts or Excluded Liabilities;
- (j) all rights in and under all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights in favor of Assignor;
- (k) to the extent assignable under applicable Legal Requirements, all Applicable Licenses and Applicable Governmental Authorizations;
- (l) to the extent assignable under applicable Legal Requirements, all information, files, correspondence, records, data, plans, reports, contracts and recorded knowledge, including, without limitation, customer, supplier, price and mailing lists, catalogs, brochures, credit files, product slides, ad mats and other marketing material and all accounting or other books and records of Assignor in whatever media retained or stored including, without limitation, computer programs and disks;
- (m) all telephone numbers of the Business;
- (n) all Accounts Receivables and notes of the Business; and
- (o) all other tangible and intangible assets of any kind or description, wherever located, that are carried on the books of Assignor or which are owned by Assignor and used or held for use in Assignor's conduct of the Business.

2. Assignee does hereby accept all of the right, title and interest of Assignor in, to and under the Assets assigned by Assignor in paragraph 1 hereof and does hereby assume and agree to pay, perform and discharge as when due all of the Assumed Liabilities.

3. The parties hereto agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, instruments, assignments, transfers and assurance as may be required in order to carry out the intent of this Agreement.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

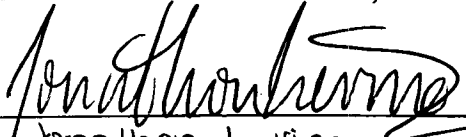
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(signatures appear on the following page)

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment and Assumption Agreement as of the day and year first above written.

“Assignor”

MILLIKEN VALVES COMPANY, INC.

By: 
Name: Jonathon Levine
Title: VP and Group Controller

“Assignee”

MILLIKEN ACQUISITION CORP.

By: _____
George P. Bukuras, Vice-President

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Assignment and Assumption Agreement as of the day and year first above written.

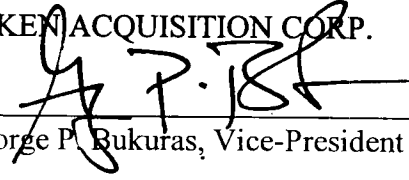
“Assignor”

MILLIKEN VALVES COMPANY, INC.

By: _____
Name: _____
Title: _____

“Assignee”

MILLIKEN ACQUISITION CORP.

By:  _____
George P. Bukuras, Vice-President