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Form **PTO-1594** (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
Sterling Fluid Systems B.V.
Bavincklaan 5
1180 AE Amstelveen, The Netherlands

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Dutch Limited Liability Company

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

2. Name and address of receiving party(ies)
Name: Sterling Fluid Systems (USA) LLC
Internal Address: PO Box 7026
Street Address: 2005 Dr. Martin Luther King, Jr. St.
City: Indianapolis State: IN Zip: 46207

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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: 11/7/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/327,104

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,531,643

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Angelo Notaro
Internal Address: Notaro & Michalos P.C.
Street Address: 100 Dutch Hill Road, Ste. 110
City: Orangeburg State: NY Zip: 10962

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
14-1431

DO NOT USE THIS SPACE

9. Signature.
Angelo Notaro Angelo Notaro November 10, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office, Fax Number (703) 306-5995 on November 10, 2003.

CH \$215.00 141431 76327104

ADDITIONAL U.S. TRADEMARK REGISTRATIONS

Registration No.	Issue Date	Trademark
1,846,509	07/26/1994	PEERLESS PUMP & Design
525,608	05/30/1950	LA BOUR
862,344	12/24/1968	LA BOUR
2,143,034	03/10/1998	HC - PLUS
1,831,191	04/19/1994	PEFORMER
763,444	01/21/1964	CENTERLINE & Design

THIS ASSIGNMENT, made by and between Sterling Fluid Systems B.V., Bavinckstaete, Prof. Bavincklaan 5, 1180 AE Amstelveen, The Netherlands (hereafter called "Assignor") and Sterling Fluid Systems (USA) LLC., a Delaware limited liability company, P.O. Box 7026, 2005 Dr. Martin Luther King, Jr. Avenue, Indianapolis, Indiana 46207-7026 (hereinafter called "Assignee").

WHEREAS, the Assignor is the sole and exclusive owner of the following trademarks (hereinafter called "Assigned Marks"), as well as the United States trademark registrations and/or applications of the trademarks:

U.S. TRADEMARK REGISTRATIONS		
Registration No.	Issue Date	Title
1,531,643	03/28/1989	PEERLESS
1,846,509	07/26/1994	PEERLESS PUMP & Design
525,608	05/30/1950	LA BOUR
862,344	12/24/1968	LA BOUR
2,143,034	03/10/1998	HC - PLUS
1,831,191	04/19/1994	PEFORMER
763,444	01/21/1964	CENTERLINE & Design

U.S. TRADEMARK APPLICATION		
Serial No.	Filing Date	Title
76/327,104	October 17, 2001	FLUSH KLEEN

WHEREAS, the Assignee is desirous of acquiring said Assigned Marks and the United States trademark registrations therefor;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

The Assignor does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns or their legal representatives, the entire right, title and interest of the Assignor in and to the Assigned Marks and to the registrations and/or applications of the Assigned Marks, together with the goodwill of the business in connection with which the Assigned Marks are and or have been used and all rights, interests, claims and demands, recoverable in law or equity in profits and damages for past infringement of said trademarks; the same to be held and enjoyed by the Assignee, its successors and assigns or its legal representative, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be duly executed this 7 day of November, 2003.

Sterling Fluid Systems B.V.

By Roger McMahon

Print Name ROGER MCMAHON

Title Holder of General Power of Attorney

Attest:


Witness