



FORM PTO-1594
08/31/92

10-23-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

10/21/03



102582338

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

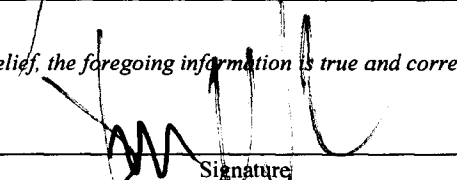
<p>1. Name of conveying party(ies): BHS, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation of Connecticut <input type="checkbox"/> Other</p> <p>Date of execution of attached Document: July 28, 2003</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: United Dominion Industries, Inc. Address: 13515 Ballantyne Corporate Place City: Charlotte State/Country: NC ZIP: 28277</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 of Delaware _____ <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 checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" 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>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>B. Trademark Registration Number(s): 2,155,271 and 2,204,202</p> <p>C. Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: John H. Weber Internal Address: BAKER & HOSTETLER LLP Washington Square, Suite 1100 1050 Connecticut Avenue, N.W. Washington, D.C. 20036-5304</p>	<p>6. Total number of applications and registrations involved:..... 2</p> <p>7. Total fee (37 CFR 3.41)..... \$65.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-2036</p> <p>Atty. Dkt. No.:</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

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.

John H. Weber  October 21, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

DC: #184275 v1 (3Y6R011.DOC)

TRADEMARK
REEL: 002849 FRAME: 0818

ASSIGNMENT

WHEREAS, BHS, Inc., a Connecticut corporation, having an address of 1547 New Britain Avenue, Farmington, Connecticut 06034 ("Assignor"), owns the entire right, title and interest in and to the following trademarks and registrations/applications set forth below:

Roto-Coiler	2,155,271	May 5, 1998
Torin	2,204,202	November 17, 1998

AND WHEREAS, United Dominion Industries, Inc., a Delaware corporation, located at 13515 Ballantyne Corporate Place, Charlotte, North Carolina 28277, ("Assignee") is desirous of acquiring the entire right, title and interest in and to said trademarks and said registrations/applications set forth in the above;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid trademarks to be assigned by its duly authorized officer.

BHS, INC.

By: Richard A. Brink

Name: RICHARD A. BRINK

Title: PRESIDENT

Date: 7/28/03

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