

NOTARO & MICHALOS P.C.
FAX: (845) 359-7798

Form PTO-1594 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.
2. Name and address of receiving party(ies) Name: Sterling Fluid Systems (USA) LLC
3. Nature of conveyance: Other Corrected assignment (see attached)
4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,831,101
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Angelo Notaro
6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40
8. Deposit account number: 14-1431
9. Signature: Angelo Notaro 6/2/04
Total number of pages including cover sheet, attachments, and document: 6

CH \$40.00 141431 1831101

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office, Fax Number (703) 306-5995 on June 2, 2004.

Angelo Notaro TRADEMARK
Angelo Notaro

700088620

REEL: 002863 FRAME: 0401

Continuation of Recordation Form Cover Sheet

3. Nature of conveyance:

Corrected assignment to remove incorrect registration no. 1,831,191, reel/frame  
002744/0558

**NOTARO & MICHALOS P.C**

**FAX: (845) 358-7798**

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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**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)
- General Partnership
- Corporation-State
- Other Dutch Limited Liability Company
- Association
- Limited Partnership

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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 11/7/2003

**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

**4. Application number(s) or registration number(s):**

A. Trademark Application No.(s) 76/327,104

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

Additional number(s) attached  Yes  No

**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  
Name of Person Signing

Angelo Notaro  
Signature

November 10, 2003  
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.

Angelo Notaro  
REGISTERED TRADEMARK

REEL: 002863 FRAME: 0403

<b>ADDITIONAL U.S. TRADEMARK REGISTRATIONS</b>		
<b>Registration No.</b>	<b>Issue Date</b>	<b>Trademark</b>
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