

5/21/04

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

REC TM 102752235

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): NIKKISO PUMPS AMERICA, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DELAWARE [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: MERRICK INDUSTRIES, INC. Internal Address: Street Address: 10 Arthur Drive Hugh Nelson Industrial Park City: Lynn Haven State: Florida Zip: 32444-5019 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State FLORIDA [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other EFFECTIVE Date: March 5, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 766674 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Georgia N. Gounaris Internal Address: Street Address: Ladas & Parry 26 West 61st Street City: New York State: N.Y. Zip: 10023

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Georgia N. Gounaris Name of Person Signing Signature Date May 19, 2004 (Our Ref. NTMA 040623:753) Total number of pages including cover sheet, attachments, and document: 8

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002972 FRAME: 0821

766674

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

STEPHEN A. GOLDSMITH

ALLAN S. PILSON

ROBERT ALPERT

DANIEL F. ZENDEL

LANNING G. BRYER

JOSEPH J. VILLAPOL

DENNIS S. PRAHL

GEORGIA N. GOUNARIS

MARY A. MOY

STEVEN M. PEREZ

NADIA K. DROUMBANIS

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to record assignments, mergers, consolidations, changes of name and changes of address and to take all action with respect to the following Trademark Registration or Application for Trademark Registration:

OMEGA

No. 766674

Dated: March 17, 1964

MERRICK INDUSTRIES, INC.

[Corporate Seal]

BY *[Signature]* Vice-President
[Title]

April 30, 2004
[Date]

ASSIGNMENT OF INTELLECTUAL PROPERTY AND RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY AND RIGHTS (the "Agreement"), made and entered into as of February 5, 2002, 2002, by and between MERRICK INDUSTRIES, INC., a Florida corporation, (the "Assignee"), and NIKKISO PUMPS AMERICA, INC., a Delaware corporation (the "Assignor"). The Assignor and the Assignee are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in contemplation of that certain Asset Purchase Agreement between the Assignor and the Assignee, dated as of January 25, 2002 (the "Asset Purchase Agreement"), Assignor desires to assign to the Assignee all of Assignor's present and future right, title, and interest in and to all of the tangible and intangible rights that Assignor may own, possess, or control in the Acquired Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, the Assignee desires to accept the assignment of all of Assignor's present and future rights in the Acquired Assets; and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1**TRANSFER AND ASSIGNMENT**

1.1 Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to the Assignee all of Assignor's present and future worldwide right, title, and interest in and to the Acquired Assets, in perpetuity (or for the longest period of time otherwise permitted by law), in accordance with the terms of the Asset Purchase Agreement, including, but not limited to, the following:

As of the Closing Date, with regard to the Omega and Stanco Product Lines, all of Assignor's right, title and interest in and to: (i) all machinery and equipment located at Assignor's Facilities; (ii) all inventory acquired by Assignor from First Union National Bank; (iii) all computer data, customer records, customer lists, price quotes and order files as they were acquired by Assignor from First Union National Bank; (iv) all jigs, patterns, dies, specifications, diagrams, drawings, schematics and designs, if any as were acquired by Assignor from First Union National Bank, and any of the same located at the facilities of third party vendors (it being understood, acknowledged and agreed that such offsite assets may be subject to possessory liens, as to which Assignor makes no warranties and representations); (v) such patents,

copyrights, trademarks (including, but not limited to the "Omega" name (No. 766,674, Registered March 17, 1964) and any and all rights Assignor has in the "Stanco" name), goodwill, general intangibles, license agreements and other Intellectual Property rights; (vi) all other assets directly related to (i) through (v) herein that were developed or acquired by Assignor prior to the Closing Date; and (vii) all the assets identified on Schedule 1.1(vii) in the Asset Purchase Agreement.

1.2 Assignor shall execute and deliver, from time to time after the date hereof upon the reasonable request of the Assignee, such further conveyance instruments, and take such further reasonable actions, as may be reasonably necessary or desirable to evidence more fully the transfer of ownership of all the Acquired Assets to the Assignee, or the original ownership of all the Acquired Assets on the part of the Assignee.

1.3 To effectuate the terms of this Section 1, Assignor hereby names and irrevocably constitutes and appoints the Assignee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby and to execute, sign, seal and deliver any and all documents or instruments as in the Assignee's reasonable judgment are necessary or appropriate to further secure or exercise the Assignee's rights in the Acquired Assets in accordance herewith.

Section 2

MISCELLANEOUS

2.1 This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto together with their respective legal representatives, successors, and assigns.

2.2 Nothing contained in this Agreement shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any of the terms of this Agreement differ from or conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Intellectual Property and Rights on the date first above written.

MERRICK INDUSTRIES, INC.

By: Joseph K. Tannehill
Name: JOSEPH K. TANNERHILL Sr.
Title: CHAIRMAN

NIKKISO PUMPS AMERICA, INC.

By: William E. Neis
Name: WILLIAM E. NEIS
Title: PRESIDENT

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S C H E D U L E

OMEGA

No. 766674

Dated: March 17, 1964