

5/21/04

05-25-2004
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION
TRADEMARKS

DEPARTMENT OF COMMERCE
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):

Venture Measurement Company LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Comp.
- 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: 2/3/04

2. Name and address of receiving party(ies)

Name: VMC Acquisition Company LLC

Internal

Address: _____

Street Address: 150 Venture Blvd.

City: Spartanburg State: SC Zip: 29306

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware Limited Liability Comp.

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) _____

B. Trademark Registration No.(s) 26,342

337,669 564,845 625,300 690,537

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert C. Collins

Internal Address: REISING, ETHINGTON, BARNES,

KISSELLE, P.C.

Street Address: P.O. Box 4390

City: Troy State: MI Zip: 48099-4390

6. Total number of applications and registrations involved: _____

28

7. Total fee (37 CFR 3.41).....\$ 715.00

- Enclosed
- Authorized to be charged to deposit account

If miscalculated, charge any additional fees or credit any over payment to our account.

8. Deposit account number:

50-0852

DO NOT USE THIS SPACE

9. Signature.

Robert C. Collins

Name of Person Signing



Signature

5/19/04

Date

Total number of pages including cover sheet, attachments, and document: **8**

OPR/FINANCE
MAY 21 AM 9:40

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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

01 FC:8521 40.00 OP
02 FC:8522 675.00 OP

TRADEMARK
REEL: 002972 FRAME: 0827

Trademark No.(s):	854,383	1,011,907	1,016,289	1,031,085	1,075,850	1,091,273
	1,356,359	1,369,876	1,418,242	1,429,970	1,518,784	1,558,804
	1,846,627	1,871,864	1,916,190	2,183,342	2,246,536	2,257,659
	2,297,515	2,530,186	2,548,603	2,576,445	2,601,493	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made and entered into as of this 3rd day of February, 2004 (this "Assignment"), by and between Venture Measurement Company LLC, a Delaware limited liability company ("Assignor"), and VMC Acquisition Company LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of those trademarks and the registrations identified in the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor, Assignee and Berwind Industries LLC have entered into that certain Asset Purchase Agreement made effective as of February 3, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers and delivers unto Assignee good title to and under the Trademarks, together with the goodwill connected with the use or and symbolized by said Trademarks, free and clear of all Liens, other than Permitted Liens. Assignor further assigns to Assignee all causes of action of Assignor against a third party for infringement of any and all of the Trademarks that may have accrued as of the date set forth above.
3. Terms of Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademarks, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.
4. Further Assurances. From time to time after the date hereof, each of the parties shall, upon request by any other party and without further consideration, execute, acknowledge and deliver all such other instruments of sale, assignment, conveyance and transfer, and shall take all such other commercially reasonable action, in each case to the extent required to give effect to the transactions in accordance with the terms of this Assignment.

5. Governing Law. This Assignment shall be governed by and construed, interpreted and enforced in accordance with the Laws of the State of Delaware without giving effect to the choice of law provisions thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered (which deliveries may be by telefax) by the parties.

7. Filing and Recording. This Assignment may be filed and recorded among the records of the United States Patent and Trademark Office, or other relevant government agency.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

VENTURE MEASUREMENT COMPANY LLC

By: Mark J. Earl
Name: MARK J. EARL
Title: PRESIDENT & CEO

VMC ACQUISITION COMPANY LLC

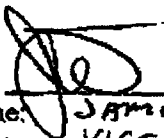
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

VENTURE MEASUREMENT COMPANY LLC

By: _____
Name:
Title:

VMC ACQUISITION COMPANY LLC

By:  _____
Name: JAMES H. DITKOFF
Title: VICE PRESIDENT

A. Trademark Registrations

Mark	Reg. No./ Ser. No.	Registration Date	First Use Date	Next Action Required/Date	Status
NIAGARA (Hersey Products)	26,342	4/2/1895	01/02/1895	Renewal due 04/02/2005	Live
BIN-DICATOR	337,669	8/18/1936	05/01/1934	Renewal 8/18/06	Live
BANTAM	536,878	1/23/1951	06/29/1948	Expired	Expired
BIN-FLO	564,845	10/7/1952	02/03/1941	Renewal due 10/07/2012 (pending official notice)	Live
ROTO-BIN-DICATOR	625,300	4/17/1956	07/08/1955	Renewal due 04/17/2006	Live
ROTO-GUARD	673,507	3/3/1959		Expired	Expired
AUTO-BIN-DICATOR	690,537	12/29/59	05/29/1959	Renewal due 12/29/2009	Live
BHO	755,935	9/3/1963		Expired	Expired
PROBE LEVEL	854,383	8/6/1968	11/26/1965	Renewal due 8/06/2008	Live
LEVELDATA	902,569	11/17/1970		Expired	Expired
GAP-PROBE	913,204	6/8/1971		Expired	Expired
CAP-LEVEL	1,011,907	5/27/1975	08/30/1972	Renewal due 05/27/2005	Live
LEVELITE	1,016,289	7/22/1975	04/00/1971	Renewal due 07/22/2005	Live
PRIM-CO	1,016,535	7/22/1975		Expired	Expired
BINDICATOR YO-YO	1,031,085	1/20/1976	04/06/1973	Renewal due 01/20/2006	Live
Circle-Arrow Logo (Light-dark)	1,075,850	10/25/1977	07/00/1972	Renewal due 10/25/2007	Live
Circle-Arrow Logo (shaded-circle)	1,091,273	5/16/1978	08/03/1972	Renewal due 05/16/2008	Live
MR design	1,097,268	7/25/1978		Cancelled	Expired
BIG NOISE	1,107,105	11/28/1978		Cancelled	Expired
EZ-CAL (Berwind)	1,356,359	8/27/1985	09/14/1984	Renewal due 08/27/2005	Live
PRO-GUARD	1,369,876	11/12/1985	09/14/1984	Renewal due 11/12/2005	Live
SILOMASTER and Design	1,418,242	11/25/1986	07/13/1984	Renewal due 11/25/2006	Live
BREAK DATA	1,429,970	2/24/1987	04/11/1985	Renewal due 02/24/2007	Live
B.O.S.S.	1,518,784	1/3/1989	02/06/1987	Renewal due 01/03/2009	Live
THINK TANK	1,558,804	10/3/1989	11/23/1985	Renewal due 10/03/2009	Live
TRACKER	1,846,627	7/26/1994	07/00/1990	Renewal due 07/26/2004	Live
SEPPA-LITE	1,871,864	1/3/1995	09/00/1993	Renewal due 1/03/2005	Live
EAGLE	1,913,043	8/22/1995		Cancelled	Expired
RAMAPO	1,916,190	9/5/1995	08/00/1954	Renewal due 09/05/2005	Live
BEP	1,919,402			Cancelled	Expired
RAMAPO MARK VII	1,949,017			Cancelled	Expired
RAMAPO MARK X	1,949,018			Cancelled	Expired
RAMAPO MARK V	1,951,216			Cancelled	Expired
GUIDED WAVE RADAR	2,183,342	8/22/1996		Abandoned	Expired

Mark	Reg. No./ Ser. No.	Registration Date	First Use Date	Next Action Required/Date	Status
WAVE design	2,183,342	8/25/1998	05/01/1996	Dropped 8/11/03 Renewal due 8/22/2006	Live
D-LEVEL	2,246,536	5/18/1999	03/01/1997	Renewal due 05/18/2009	Live
I-LEVEL	2,257,659	6/29/1999	03/01/1997	Renewal due 06/29/2009	Live
FLO-COMMANDER	2,297,515	12/7/1999	09/11/1997	Renewal due 12/07/2009	Live
AALIAN	2,530,186	1/15/2002	08/31/1998	Renewal due 01/15/2012	Live
PHASE TRACKER	2,548,603	3/12/2002	06/00/2000	Renewal due 3/12/2012	Live
VENTURE MEASUREMENT	2,576,445	6/4/2002	06/00/1999	Renewal due 6/4/2012	Live
VENTURE MEASUREMENT	2,601,493	7/30/2002	06/00/1999	Renewal due 7/30/2012	Live
MICRO-SONIC		10/28/1996		Abandoned	Expired