

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMO Industries, Inc.		11/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Boston Gear LLC
Street Address:	701 Carrier Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28216-3445
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	76403889	ALL-PHASE
Registration Number:	603829	BEAR-N-BRONZ
Registration Number:	298486	BG
Registration Number:	547544	BOST-BRONZ
Registration Number:	612905	BOST-BRONZ
Registration Number:	1111218	BOST-FLEX
Registration Number:	522912	BOSTON
Registration Number:	905805	BOSTON GEAR
Registration Number:	905846	BOSTON GEAR
Registration Number:	1374572	BOSTON
Registration Number:	1131198	BOSTONE
Registration Number:	1188384	CIG
Registration Number:	1689927	DCX
Registration Number:	1794125	DCX PLUS
Registration Number:	1111207	GTS

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Registration Number:	1852254	I-MAG
Registration Number:	1131648	MOTOR MULTIPLIER
Registration Number:	670192	OPTIMOUNT
Registration Number:	2875347	POSIVENT
Registration Number:	2609560	QUICKSERVE
Registration Number:	336730	RATIOMOTOR
Registration Number:	985828	RATIOPAX
Registration Number:	743713	RATIOTROL
Registration Number:	1771190	ACE
Registration Number:	837074	BOS TRONG

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:**

65115.28

**NAME OF SUBMITTER:**

Valerie Brennan

**Total Attachments: 5**

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**IN THE UNITED STATES  
TRADEMARK OFFICE**

**TRADEMARK ASSIGNMENT**

WHEREAS, IMO Industries, Inc., a Delaware corporation, with offices at 993 Lenox Drive, Laurenceville, NJ 08648 (the "Assignor"), owns the federal trademark applications and registrations of the marks that are listed on the attached Schedule 1 (the "Marks");

WHEREAS, Assignor and Colfax Corporation, Assignor's parent company, are parties to that certain Intellectual Property Security Agreement, dated as of May 30, 2003 and recorded with the U.S. Patent and Trademark Office on June 16, 2003, pursuant to which, *inter alia*, Assignor granted a security interest in the Marks to The Bank of Nova Scotia (the "Security Interest"); and

WHEREAS, Assignor desires to assign all of its interest in and to the Marks, subject to the Security Interest, to Boston Gear LLC, a Delaware limited liability company, with offices at 701 Carrier Drive, Charlotte, NC 28216-3445 (the "Assignee"), and Assignee desires to acquire all right, title and interest in and to the Marks, including any applications and registrations thereof, subject to the Security Interest.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto (including, without limitation, the right to sue and collect damages and/or profits for past, present and future infringements of the Marks and the right to prosecute and maintain trademark applications and registrations included in the Marks), together with the assets relating to the business in connection with which the Marks are used, which business is ongoing and existing, and, provided that such assignment and transfer is subject to the Security Interest.

2. Recordation of Trademarks. Assignor shall record this Trademark Assignment with the U.S. Patent & Trademark Office or applicable state or foreign governmental or international authorities or registries, and shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations to issue all registrations from any applications for registration included in the Marks to Assignee.

3. Assumption. Assignee hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Marks arising from and after the date hereof.





Schedule 1

List of Trademarks

Country	Trademark	Registration No.	Application No.	Filing Date	Registration Date
USA	ACE	1,771,190	74/253,998	3/10/1992	5/18/1993
USA	ALL-PHASE		76/403,889	5/6/2002	
USA	BEAR-N-BRONZ	0603,829	71/665,847	5/6/1954	3/29/1955
USA	BG	0298,486	71/327,723	6/4/1932	10/25/1932
USA	BOS TRONG	0837,074	72/251,147	7/27/1966	10/17/1967
USA	BOST-BRONZ	0547,544	71/597,836	5/20/1950	9/4/1951
USA	BOST-BRONZ	0612,905	71/677,082	11/22/1954	9/27/1955
USA	BOST-FLEX	1,111,218	73/163,090	3/21/1978	1/16/1979
USA	BOSTON	0522,912	71/535,926	9/27/1947	3/28/1950
USA	BOSTON GEAR	0905,805	72/338,165	9/17/1969	1/12/1971
USA	BOSTON GEAR	0905,846	72/338,166	9/17/1969	1/12/1971
USA	BOSTON	1,374,572	73/514,378	12/19/1984	12/10/1985
USA	BOSTONE	1,131,198	73/163,091	3/21/1978	2/26/1980
USA	CIG	1,188,384	73/266,481	6/16/1980	2/2/1982
USA	DCX	1,689,927	74/151,919	3/27/1991	6/2/1992
USA	DCX PLUS	1,794,125	74/151,939	3/27/1991	9/21/1993
USA	GTS DESIGN	1,111,207	73/135945	8/1/1977	1/16/1979
USA	I-MAG	1,852,254	74/385,497	5/3/1993	9/6/1994
USA	MOTOR MULTIPLIER	1,131,648	73/184,680	9/5/1978	3/11/1980
USA	OPTIMOUNT	0670,192	72/046,238	2/20/1958	11/25/1958
USA	POSIVENT	2,875,347	76/423,536	6/20/2002	8/17/2004
USA	QUICKSERVE	2,609,560	76/298,886	8/14/2001	8/20/2002
USA	RATIOMOTOR	0336,730	71/375,121	2/24/1936	7/14/1936
USA	RATIOPAX	0985,828	72/456,678	5/7/1973	6/11/1974
USA	RATIOTROL	0743,713	72/137,450	2/7/1962	1/15/1963
Australia	BOSTON GEAR	522,543			11/6/1989
Canada	BEAR-N-BRONZ	116,839			2/5/1975

Country	Trademark	Registration No.	Application No.	Filing Date	Registration Date
Canada	BG	116,836			2/5/1975
Canada	BOST-BRONZ	118,130			5/20/1975
Canada	BOSTON	171,937			10/20/1967
Canada	BOSTON	349,455			
Canada	BOSTON GEAR	318,048			10/23/1970
Canada	BOSTON GEAR	172,185			9/27/1985
Canada	RATIO MOTOR	UCA6161			6/18/1966
Canada	RATIO PAX	208,074			7/4/1975
Canada	RIGHT-90	143,118			12/17/1965
France	BOSTON	1,624,494			10/29/1988
France	BOSTON GEAR	1,624,493			10/29/1988
Mexico	BOSTON GEAR	473,663			9/15/1994