TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		11/30/2004	Canadian Chartered Bank:

RECEIVING PARTY DATA

Name:	American Enterprises MPT LP, composed of Capital Yield Corporation
Street Address:	993 Lenox Drive
Internal Address:	Suite 200
City:	Laurenceville
State/Country:	NEW JERSEY
Postal Code:	08648
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2168489	AMERIDRIVES

CH $40.00 2168489

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-610-6100
Email: boxip@hhlaw.com
Correspondent Name: Valerie Brennan
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	65115.28
NAME OF SUBMITTER:	Valerie Brennan

Total Attachments: 13
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IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

RELEASE OF SECURITY INTEREST

WHEREAS, pursuant to a Credit Agreement dated as of May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time) ("*Credit Agreement*") (entered into with Assignor, as hereinafter defined, as administrative agent, Colfax Corporation, a Delaware corporation, Merrill Lynch, Pierce, Fenner & Smith Incorporated as sole bookrunning lead arranger, and the Borrowers, Guarantors, Initial Lendors and Agents referred to therein, as amended by Amendment No. 1 dated as of June 16, 2003, Amendment No. 2, Waiver and Consent dated as of June 30, 2003, Amendment No. 3 and Waiver dated as of August 6, 2003 and Amendment No. 4, Waiver and Consent dated as of June 25, 2004), CLFX Corporation, a Delaware corporation, as the US Borrower, Colfax Corporation, and the subsidiaries of Colfax Corporation listed on the signature pages thereto as guarantors (collectively the "*Grantors*"), executed and delivered that certain Security Agreement dated May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time) and that certain Intellectual Property Security Agreement dated May 30, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time) (collectively the "*Security Agreement*"), which granted a security interest in all of the Grantors' right, title and interest in and to, among other things, the patents and patent applications shown on the attached Schedule A (collectively the "*Patents*") and the federal trademark and service mark applications and registrations shown on the attached Schedule B, together with the goodwill symbolized thereby (collectively the "*Marks*") to The Bank of Nova Scotia as Collateral Agent, a Canadian Chartered Bank, with offices at 1 Liberty Plaza, 24th Floor, New York, New York 10006 ("*Assignor*"), for the ratable benefit of the Secured Parties, which Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Fr. 2762/0728 on June 16, 2003 (with respect to the Marks) and at Reel/Frame 014250/0039 on June 16, 2003 (with respect to the Patents).

WHEREAS, Warner Electric Holding, Inc., one of the Grantors, on February 29, 2000, had previously granted to Assignor a security interest in those of the Patents and Marks now owned by Warner Electric Technology LLC (formerly known as Warner Electric Technology, Inc.) ("*Prior Security Agreement*"), which Prior Security Agreement was released on May 30, 2003, and such release recorded with the United States Patent and Trademark Office, identifying the Assignee as Warner Electric Group, Inc., rather than Warner Electric Holding, Inc.

WHEREAS, Assignor, as Collateral Agent and on behalf of the Secured Parties, desires to release its rights as a mortgagee, pledgee, and secured party in connection with the Patents and Marks under the aforementioned Security Agreement and Prior Security Agreement solely with respect to certain of the parties to the Security Agreement and Prior Security Agreement, namely Formsprag LLC, American Enterprises MPT LP, Ameridrives International, L.P., Warner Electric Technology LLC (formerly known as Warner Electric Technology, Inc.),

and Boston Gear LLC, with offices at 993 Lenox Drive, Suite 200, Laurenceville, New Jersey 08648 (collectively "*Assignee*"), and Assignee desires to accept the release of the security interest and lien on the Patents and Marks.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby releases the mortgage, pledge, and security interest in and to the Patents and Marks, releases all other rights it may have under the Security Agreement and Prior Security Agreement with respect to the Patents and Marks, and cancels the Security Agreement and Prior Security Agreement with respect to the Patents and Marks, effective as of the date written below. Assignor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Release.

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IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed.

Date: 11-30-2004

THE BANK OF NOVA SCOTIA,
As Collateral Agent and Administrative Agent

By: _____

Name: TODD S. MELLER

Title: MANAGING DIRECTOR

ACKNOWLEDGMENT

STATE OF New York)
) ss
COUNTY OF New York)

On this 30th day of November, 2004 before me personally appeared Todd Meller, to me personally known, who, being duly sworn, did say that he/she is the Managing Director of Assignor and that he/she duly executed the foregoing instrument for and on behalf of Assignor being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignor.

_____
Notary Public

My commission expires:

CHRISTINE DIONNE
Notary Public, State of New York
No. 02DI6
Qualified in New York County
Commission Expires March 2, 2006

TRADEMARK
REEL: 002982 FRAME: 0254

SCHEDULE A
PATENTS

Warner Electric Technology LLC

Patents – U.S.

Patent Title	Patent No.	Application No.	Filing Date	Issue Date
Field Assembly for electromagnet	4,210,890	946114	9/27/1978	7/1/1980
Surge Control for Electrical Trailer Brakes	4,222,614	013964	2/22/1979	9/16/1980
Coupling Lubrication System	4,291,795	013959	2/22/1979	9/29/1981
Amplifying Clutch With Radially Contractible Shoe	4,330,054	151340	5/19/1980	5/18/1982
Elastometric Energizer For Sprag Clutch	4,373,620	088449	10/26/1979	2/15/1983
Electromagnet With Replaccable Friction Face	4,344,056	174213	7/31/1980	8/10/1982
Torque Limiting Mechanism	4,373,358	220874	12/29/1980	2/15/1983
Clutch With Fail-Safe Helical Spring	4,418,811	260413	5/4/1981	12/6/1983
Armature Assembly For Electromagnetic Coupling	4,445,606	330610	12/14/1981	5/1/1984
Newflex Ii	4,493,407	330651	12/14/1981	1/15/1985
Electromagnetic Brake With Cam Release	4,476,965	406697	8/9/1982	10/16/1984
Electrically Released Brake/Modular Er Brake	4,496,922	557872	12/5/1983	1/29/1985
Soft Engagement Control For Electro-Magnetic Clutch	4,509,091	581108	2/17/1984	4/2/1985
Engagement Noise Allevia-Tion For Magnetic Clutchsby Asymmetrical Slotsandbridges	4,567,975	581279	2/17/1984	2/4/1986
Dual Start Drive System	4,621,720	813538	12/26/1985	11/11/1986
Method Of Forming A Coupling Disc For An Electromagnetic Coupling	4,685,202	818217	1/13/1986	8/11/1987
Friction Face For A Magnetic Coupling	4,718,529	891156	7/31/1986	1/12/1988
Overrunning Clutch With Controlled Sprag Action	4,756,395	804802	12/3/1985	7/12/1988

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Patent Title	Patent No.	Application No.	Filing Date	Issue Date
Split Thrust/Retainer Ring For Overrunning Clutch	4,757,887	884056	7/10/1986	7/19/1988
Soft Engagement Control For Electro-Magnetic Clutch	RE33,140	032897	3/31/1987	1/2/1990
Soft-Start Electromagnetic Coupling	4,749,073	048672	5/11/1987	6/7/1988
Magnetic Fixture Assembly	4,777,463	101379	9/25/1987	10/11/1988
Laser Slotting With Perimeter Cut	4,818,840	133145	12/14/1987	4/4/1989
Ford Aerostar Transfer Case Clutch	4,828,091	152820	2/5/1988	5/9/1989
Surface Hardened Sprags and Rollers	4,878,570	147854	1/25/1988	11/7/1989
Laser Gouging/De-Focused Slotting	4,891,077	263371	10/27/1988	1/2/1990
Laser Slotting With Perimeter Cut	4,891,619	261112	10/24/1988	1/2/1990
Apparatus And Method For Sensing Clutch Slippage	4,949,828	260913	10/21/1988	8/21/1990
Electromagnetic Coupling Disc And Method Of Making The Disc	4,951,797	262358	10/25/1988	8/28/1990
Electromagnetic Friction Brake with Improved Mounting Pins	4,974,705	451609	12/18/1989	12/4/1990
Improved Bi-Directional Back Stopping Clutch	5,007,511	430811	11/2/1989	4/15/1991
Clutch/Brake Unit	5,033,595	535428	6/8/1990	7/23/1991
Unidamp Armature	5,036,964	500466	3/28/1990	8/6/1991
Electromagnetic Synchronizing And Shifting Clutch - Ess	5,052,534	605517	10/30/1990	10/1/1991
Low Cost Sprag Retainer	5,070,976	634903	12/27/1990	12/10/1991
Apparatus For Resistance Bonding Electromagnetic Coils	5,091,619	543706	6/26/1990	2/25/1992
Digital Control System For Electromagnetic Clutch	5,094,332	644075	12/31/1990	3/10/1992
Electromagnetic Coupling Discs and Method Of Making The Same	5,096,036	531465	5/31/1990	3/17/1992
Coil Locator For Mold Encapsulation	5,100,311	586651	9/21/1990	3/31/1992

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Patent Title	Patent No.	Application No.	Filing Date	Issue Date
Titanium Nitride Coated Insert/Form-Lock	5,104,461	517563	4/30/1990	4/14/1992
Electromagnetic Coupling Armature Assembly With Flux Isolator Springs	5,119,915	700439	5/15/1991	6/9/1992
Electromagnetic Clutch With Permanent Magnet Brake	5,119,918	774992	10/11/1991	6/9/1992
Titanium Nitride Coated Insert/Form-Lock	5,123,972	680759	4/9/1991	6/23/1992
Method Of Making An Electromagnetic Coupling Disc	5,125,255	721972	6/27/1991	6/30/1992
Armature Assembly For An Electromagnetic Coupling	5,150,779	820344	1/14/1992	9/29/1992
Electric Clutch Actuator	5,159,522	485953	2/27/1990	10/27/1992
Apparatus For Precisely Winding A Coil Of Wire	5,209,414	785044	10/30/1991	5/11/1993
Field Assembly For An Electromagnet	5,250,921	600199	10/19/1990	10/5/1993
Split Tube Having Retainable Ends	5,280,829	931638	8/18/1992	1/25/1994
Clutch With Spacer For Supporting A Bearing	5,285,882	996122	12/23/1992	2/15/1994
Rotor For Electromagnetic Coupling	5,305,865	026995	3/5/1993	4/26/1994
Supporting Hub For Clutch And Pump Assembly	5,310,034	973291	11/9/1992	5/10/1994
Magnetic Flux Breaker For A Solenoid In A Wrap Spring Clutch	5,335,760	102408	8/5/1993	8/9/1994
Sprag Retainer With Rotational Restraint	5,337,869	991021	12/15/1992	8/16/1994
Unidrive Armature Hub	5,370,209	119729	9/10/1993	12/6/1994
Sound-Damping Armature Assembly For An Electromagnetic Coupling	5,372,228	026499	3/4/1993	12/13/1994
Brazed Rotor	5,445,259	114320	8/30/1993	8/29/1995
Locating Ring For Encapulating A Coil	5,497,136	238619	5/4/1994	3/5/1996
Brake performance monitoring	5,535,622	455222	5/31/1995	7/16/1996

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Patent Title	Patent No.	Application No.	Filing Date	Issue Date
Vehicle Transfer Case With Dual Electrically Actuated Magnetic Clutches	5,545,103	283410	8/1/1994	8/13/1996
Fluid Operated Brake Device (Mistral Brake)	5,908,092	256949	7/27/1994	6/1/1999
Magnum Safety Device	5,511,637	312591	9/27/1994	4/30/1996
Clutch Brake Assembly	5,549,186	346622	11/30/1994	8/27/1996
Interlocking Bobbin And Cap For Electromagnetic Coil Assembly	5,600,294	364215	12/27/1994	2/4/1997
Molded Plastic Rotor Assembly For Electromagnetic Friction Clutch	5,642,797	597433	2/8/1996	7/1/1997
Method Of Manufacturing A Component For An Electromagnetic Friction Clutchassembly	5,708,955	558906	11/16/1995	1/13/1998
Nitrocarburized Component For An Electromagnetic Friction Clutch Assembly	5,735,375	656666	5/31/1996	4/7/1998
Combined Coil Housing And Shaft Bearing For An Electromagnetic Friction Clutch assembly	5,862,902	743922	11/5/1996	1/26/1999
Formlock Shoes With Flats	5,865,284	666068	6/21/1996	2/2/1999
Pole Piece For Electromagnetic Friction Clutch	5,870,818	888423	7/7/1997	2/16/1999
Method Of Manufacturing A Rotor For An Electromagnetic Clutch Assembly	5,920,981	823990	3/25/1997	7/13/1999
Grouped Sprags	5,960,917	891426	7/17/1997	10/5/1999
Mag Stop Clutch With Center Pole	5,971,121	070068	4/30/1998	10/26/1999
Spring Set Centrifugally Released Brake	5,988,328	040004	3/17/1998	11/23/1999
Overrunning Clutch With Spring Energized Cage Centering Device	6,000,512	902777	7/30/1997	12/14/1999
Multiple Actuator Brake	6,029,782	09/047002	3/24/1998	2/29/2000
Sprag Clutch Assembly	6,059,084	296710	4/21/1999	5/9/2000
Spud Locking Assembly For An Air-Actuated Clutch/Brake	6,098,775	213718	12/17/1998	8/8/2000

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Patent Title	Patent No.	Application No.	Filing Date	Issue Date
Sprag Family	6,109,409	08/949,741	10/14/1997	08/29/2000
Em Coupling Armature Ass'y W Counterweight	6,129,194	133273	8/13/98	10/10/2000
Sound Damping Armature Ass'y For An Em Coupling	6,194,803	032572	2/27/1998	2/27/2001
Anti-Slip Insert	6,257,388	09/556510	4/24/2000	7/10/2001
Spring-Set Electromagnetically Released Brake	6,315,088	379686	8/24/1999	11/13/2002
Armature For A Selectively Engageable And Disengageable Coupling	6,364,084	09/515779	2/29/2000	4/2/2002
Method For Making An Armature Assembly	6,591,477	684117	10/6/2000	7/15/2003
Sound Damping Armature Assembly For An Electromagnetic Coupling		09/684,117	10/06/2000	

Boston Gear LLC

Country	Patent Title	Patent No.	Application No.	Filing Date	Issue Date
USA	System For Visualizing, Identifying And Ordering Gearing Configurations	4,964,043	205928	6/13/1988	10/16/1990
USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,423,232	141381	10/22/1993	6/13/1995
USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,546,824	900946	3/9/1995	8/20/1996
USA	Quick Connect Coupling		60/561,883	4/14/04	

TRADEMARK
REEL: 002982 FRAME: 0259

SCHEDULE B
TRADEMARKS

Formsprag LLC

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
CECON	2,871,858	78/300,412	09/15/03	08/10/04
CEBMAG	1,352,456	73/513,313	12/13/84	08/06/85

American Enterprises MPT LP d/b/a Ameridrives International

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AMERICAN	529,539	71/578,852	04/29/49	08/22/50
AMERDISC (& Design)	802,185	72/219,296	05/19/64	01/18/66
AMERIFLEX	1,000,720	72/444,883	01/02/73	12/31/74
AMERIGEAR	--	78/373,119	02/24/04	--
AMERIGEAR	586,721	71/628,185	11/17/52	03/09/54
THE AMERIGEAR FULLY CROWNED TOOTH	--	78/373,135	02/24/04	--

TRADEMARK
REEL: 002982 FRAME: 0260

Trademark	Registration No.	Application No.	Filing Date	Registration Date
THE AMERIGEAR FULLY CROWNED TOOTH	586,723	71/638,187	11/17/52	03/09/54
CENTRIC	1,365,217	73/434,105	7/11/83	10/15/85

International

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AMERICAN	UCA0045654	CA021541500	06/11/52	06/11/52
AMERIGEAR	UCA0043128	CA021541400	06/11/52	06/11/52

American Enterprises MPT LP, Capital Yield Maryland Corporation

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AMERICARDAN	2,488,262	75/621,192	01/15/99	09/11/01

American Enterprises MPT LP, composed of Capital Yield Corporation

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AMERIDRIVES	2,168,489	75/204,229	11/25/96	06/23/98

American Enterprises MPT LP, composed of Capital Yield

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AMERIGUARD	2,205,410	75/351,078	09/03/97	11/24/98

Ameridrives International, L.P.

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
MARLAND	2,667,819	76/118,280	08/28/00	12/31/02
TORQUE SENTRY	--	78/411,459	04/30/04	--

Warner Electric Technology LLC

Trademarks – U.S.

Trademark	Registration No.	Application No.	Filing Date	Registration Date
AUTOGAP	0681,746	72/046,678	02/26/1958	07/14/1959
BIDOC	2,263,459	75/241,517	02/13/1997	07/20/1999
ELECTRO-MODULE	0838,675	72/200,306	08/20/1964	11/14/1967
ELECTRO-PACK	0741,888	72/127,440	09/07/1961	12/11/1962
F AND DESIGN	0743,735	72/125,482	08/07/1961	01/15/1983
FORM-LOCK	0870,852	72/300,575	06/17/1968	06/10/1969
FORMCHROME	0867,512	72/300,576	06/17/1968	04/01/1969
FORMSPRAG	0444,642	71/510,384	10/07/1946	01/15/1952
FORMSPRAG	1,216,418	73/326,809	09/04/1981	11/16/1982

TRADEMARK
REEL: 002982 FRAME: 0262

Trademark	Registration No.	Application No.	Filing Date	Registration Date
KOPPER KOOL	1,258,259	73/334,553	10/28/1981	11/22/1983
LLH	1,759,504	74/303,730	08/13/1992	03/23/1993
MAG STOP	1,851,941	74/327,472	11/02/1992	08/30/1994
MAGNUM	1,624,438	73/599,126	05/16/1986	11/27/1990
MAGNUM	2,892,316	76/336,606	11/13/2001	10/12/2004
MISTRAL	2,168,734	74/240,876	01/28/1992	06/30/1998
MESUR-FIL	0990,826	72/464,823	08/06/1973	08/13/1974
PCE	1,136,601	73/193,726	11/17/1978	06/03/1980
SE (& Design)	855,964	72/245,990	05/18/1966	09/03/1968
SHEAVE-GRIP		76/498,191	03/14/2003	
UNIDAMP	1,795,619	74/038,916	03/16/1990	09/28/1993
UNIMODULE	1,678,062	74/053,993	04/30/1990	03/03/1992
WARNER	0527,445	71/528,385	07/11/1947	07/11/1950
WARNER AND DESIGN	0600,279	71/626,014	03/05/1952	01/04/1955
WARNER ELECTRIC	0726,202	72/105,397	09/28/1960	01/09/1962
WARNER ELECTRIC	1,021,898	73/004,166	10/23/1973	10/07/1975
WARNER ELECTRIC	1,026,080	73/035,013	10/18/1974	12/02/1975
WARNER ELECTRIC AND BACKGROUND DESIGN	1,021,407	73/034,661	10/15/1974	09/30/1995
WICHITA	1,565,483	73/753,251	08/29/1988	11/14/1989
WICHITA TRAPEZOID DESIGN	1,258,265	73/357,627	04/01/1982	11/22/1983

Boston Gear LLC

Country	Trademark	Registration No.	Application No.	Filing Date	Registration Date
USA	ACE	1,771,190	74/253,998	03/10/1992	05/18/1993
USA	ALL-PHASE		76/403,889	05/06/2002	
USA	BEAR-N-BRONZ	0603,829	71/665,847	05/06/1954	03/29/1955
USA	BG	0298,486	71/327,723	06/04/1932	10/25/1932
USA	BOS TRONG	0837,074	72/251,147	07/27/1966	10/17/1967
USA	BOST-BRONZ	0547,544	71/597,836	05/20/1950	09/04/1951
USA	BOST-BRONZ	0612,905	71/677,082	11/22/1954	09/27/1955
USA	BOST-FLEX	1,111,218	73/163,090	03/21/1978	01/16/1979
USA	BOSTON	0522,912	71/535,926	09/27/1947	03/28/1950
USA	BOSTON GEAR	0905,805	72/338,165	09/17/1969	01/12/1971

Country	Trademark	Registration No.	Application No.	Filing Date	Registration Date
USA	BOSTON GEAR	0905,846	72/338,166	09/17/1969	01/12/1971
USA	BOSTON	1,374,572	73/514,378	12/19/1984	12/10/1985
USA	BOSTONE	1,131,198	73/163,091	03/21/1978	02/26/1980
USA	CIG	1,188,384	73/266,481	06/16/1980	02/02/1982
USA	DCX	1,689,927	74/151,919	03/27/1991	06/02/1992
USA	DCX PLUS	1,794,125	74/151,939	03/27/1991	09/21/1993
USA	GTS DESIGN	1,111,207	73/135945	08/01/1977	01/16/1979
USA	I-MAG	1,852,254	74/385,497	05/03/1993	09/06/1994
USA	MOTOR MULTIPLIER	1,131,648	73/184,680	09/05/1978	03/11/1980
USA	OPTIMOUNT	0670,192	72/046,238	02/20/1958	11/25/1958
USA	POSIVENT	2,875,347	76/423,536	06/20/2002	08/17/2004
USA	QUICKSERVE	2,609,560	76/298,886	08/14/2001	08/20/2002
USA	RATIOMOTOR	0336,730	71/375,121	02/24/1936	07/14/1936
USA	RATIOPAX	0985,828	72/456,678	05/07/1973	06/11/1974
USA	RATIOTROL	0743,713	72/137,450	02/07/1962	01/15/1963
USA	SE (& Design)	855,964	72/245,990	05/18/1966	09/03/1968
Australia	BOSTON GEAR	522,543			11/06/1989
Canada	BEAR-N-BRONZ	116,839			02/05/1975
Canada	BG	116,836			02/05/1975
Canada	BOST-BRONZ	118,130			05/20/1975
Canada	BOSTON	171,937			10/20/1967
Canada	BOSTON	349,455			
Canada	BOSTON GEAR	318,048			10/23/1970
Canada	BOSTON GEAR	172,185			09/27/1985
Canada	RATIO MOTOR	UCA6161			06/18/1966
Canada	RATIO PAX	208,074			07/04/1975
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			09/15/1994