

02-18-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECOR
TRADE... 102943832

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Crane Co

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) January 1, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MCC Holdings, Inc.

Internal

Address: _____

Street Address: 100 First Stamford Pl.

City: Stamford

State: Connecticut

Country: USA Zip: 06902

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See attached schedule

B. Trademark Registration No.(s)
See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Thomas J. Ungerland

Internal Address: Crane Co.

Street Address: 100 First Stamford Pl.

City: Stamford

State: CT Zip: 06902

Phone Number: 203-363-7243

Fax Number: 203-363-7350

Email Address: tungerland@craneco.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Thomas J. Ungerland
Signature

Feb. 11, 2005
Date

Thomas J. Ungerland
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/16/2005 ECOOPER 00000342 1009294

01 FC:8521

40.00 OP

02 FC:8522

600.00 OP

TRADEMARK
REEL: 003124 FRAME: 0485

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS
TO BE ASSIGNED FROM CRANE CO. TO
MCC HOLDINGS, INC.

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG./APPLN. NO.</u>
ALOYCO	U.S.	1,009,294
ALOYCO and Design	U.S.	333,750
COMPAC-NOZ	U.S.	2,660,354
DIAMOND DESIGN	U.S.	47,333
DUO-CHEK	U.S.	799,726
GEOSEAL	U.S.	2,133,029
JENKINS	U.S.	48,373
JENKINS BROS. (Stylized)	U.S.	56,612
JENKINS BROS. (Stylized)	U.S.	47,390
MARLIN	U.S.	1,244,988
MARLIN VALVE COMPANY, INC.	U.S.	1,276,715
MALCOMIZED	U.S.	438,560
MONARCH	U.S.	1,426,251
NOZ-CHEK	U.S.	78/498,493
S	U.S.	653,999
SLIM-CHEK	U.S.	2,848,068
STOCKHAM	U.S.	641,982
STOCKHAM VALVES & FITTINGS AND DESIGN	U.S.	1,282,108
UNI-CHEK	U.S.	2,591,063
WEDGEPLUG (Stylized)	U.S.	534,236
WEDGETORQUE	U.S.	1,831,100
DYNATUBE	U.S.	724,981
RESISTOFLEX	U.S.	824,658
RESISTOFLEX	U.S.	825,188
RESISTOFLEX	U.S.	1,064,816

ASSIGNMENT OF TRADEMARKS

WHEREAS Crane Co., a Delaware corporation (hereinafter referred to as "Seller"), and MCC Holdings, Inc., a Delaware corporation (hereinafter referred to as "Purchaser"), have entered into an Asset Contribution and Liabilities Assumption Agreement dated January 1, 2005 hereafter referred to as the "Agreement")

WHEREAS, Seller, through its various divisions including Conroe- Flowseal/Centerline, CVNA Corva, Conroe-DuoCheck, CVNA Washington/ Cullman, CVNA-HQ, Pacific Valves, Resistoflex Industrial, Conroe-ADV, Conroe-IDV. Crane Valve Group-HQ, Nantong-U.S. HQ, owns certain trademarks (whether registered or unregistered), certain of which trademarks are listed on Schedule A attached hereto and made a part hereof, service marks (whether registered or unregistered) and tradenames, including without limitation all renewals and proceeds thereof (such as, by way of example, but not limited to, license royalties and proceeds and future infringements, all rights owned by Seller corresponding thereto throughout the world and any and all goodwill of the Business with which any of the foregoing is associated, symbolized, or related (collectively, all of the foregoing shall be called herein the "Trademarks) and is desirous of transferring, conveying and assigning all of its right, title and interest in the said Trademarks to Purchaser, all pursuant to the terms and provisions of the Agreement; and

WHEREAS, Purchaser is desirous of acquiring the entire interest of Seller in the Trademarks.

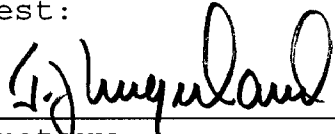
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller by these presents does hereby sell, assign, grant, bargain transfer and deliver unto Purchaser all of its right, title and interest in and to the Trademarks for Purchaser's own use and benefit, and for its successors and assigns, as fully and entirely as the same would have been held by Seller has this Assignment and sale not been made free and clear of any and all contravening rights and equities, liens, encumbrances, security interests and adverse claims except as otherwise provided in such Agreement. Seller binds itself to warrant and forever defend title to all properties herein transferred,

against every person whomsoever lawfully claiming or to claim infringement or misappropriation of the same or any part thereof.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed by its duly authorized representative this 1st day of January, 2005.


Thomas M. Noonan
Vice President - Taxes

Attest:


Asst Secretary

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

On this 1st day of January, 2005, before me Sharon A. Michalewicz, Notary Public, personally appeared Thomas M. Noonan, to me known, who being duly sworn, deposes and states that he is the Vice President - Taxes of the corporation described in, and who executed the foregoing instrument by authority of the Board of Directors of said corporation.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 3-31-05

SHARON A. MICHALEWICZ
Notary Public
My commission expires March 31, 2005