TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flowserve Management Company		08/12/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as Collateral Agent
Street Address:	901 Main Street
Internal Address:	Attn: Agency Management
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 116

Property Type	Number	Word Mark
Registration Number:	1597174	ACCORD
Registration Number:	1517015	AUTOMAX INC.
Registration Number:	1721600	CENTURA
Registration Number:	1393912	CHANNELSTREAM
Registration Number:	1652259	PHAROS
Registration Number:	1828775	PHAZER
Registration Number:	1647324	ULTRASWITCH
Registration Number:	1850586	KAMMER
Registration Number:	2142246	VALTEK MAXFLO
Registration Number:	1149600	BIG MAX
Registration Number:	1728892	BW SEALS
Registration Number:	1548874	BW/IP
Registration Number:	378463	BYRON JACKSON

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Registration Number:	660325	BYRON JACKSON
Registration Number:	295561	DURCO
Registration Number:	432949	DURCO
Registration Number:	417872	DURCO
Registration Number:	418706	DURCO
Registration Number:	743252	D DURCO
Registration Number:	743264	D DURCO
Registration Number:	761525	D DURCO
Registration Number:	761311	D DURCO
Registration Number:	395550	DURCOPUMP
Registration Number:	1291851	FIVE STAR SEAL
Registration Number:	1941730	GASPAC
Registration Number:	2073563	PAC-SEAL
Registration Number:	697997	SLEEVELINE
Registration Number:	912253	T-LINE
Registration Number:	892839	T-LINE
Registration Number:	1644974	UNITED CENTRIFUGAL
Registration Number:	551064	WILSON-SNYDER
Registration Number:	2283194	PWR.SEAL TECHNOLOGY
Registration Number:	2304574	INVATEC
Registration Number:	1624849	
Registration Number:	1674796	
Registration Number:	1283049	DURAMETALLIC
Registration Number:	0591017	DURIRON
Registration Number:	0606594	DURIRON
Registration Number:	0603774	DURIRON
Registration Number:	0096259	DURIRON
Registration Number:	2333567	FLOWSERVE
Registration Number:	2286139	FLOWSERVE
Registration Number:	2261469	FLOWSERVE
Registration Number:	2261470	FLOWSERVE
Registration Number:	2333568	FLOWSERVE
Registration Number:	2358013	FLOWSERVE
Registration Number:	1746297	GUARDIAN
Registration Number:	2419999	

Registration Number:	2419998	BARBARIAN
Registration Number:	1778681	BRUTE JR.
Registration Number:	1710041	CLEAN-LOCK
Registration Number:	1121582	FAST RESPONSE CENTER
Registration Number:	0585955	GEAREX
Registration Number:	0606355	HYDREX
Registration Number:	1848852	IDP
Registration Number:	0622620	P
Registration Number:	0591926	PACIFIC
Registration Number:	2045357	PLEUGER
Registration Number:	2391090	PROS +
Registration Number:	2013429	PUMPTRAC
Registration Number:	1659448	SCIENCO
Registration Number:	0741577	SIER-BATH
Registration Number:	1996129	WESTERN LAND ROLLER
Registration Number:	0641707	WORTHINGTON
Registration Number:	0945715	W WORTHINGTON
Registration Number:	0692784	WORTHINGTON
Registration Number:	2440045	X-CAVALLOY
Registration Number:	1853488	INTERSEAL
Registration Number:	598960	EDWARD
Registration Number:	0564468	EQUALIZER
Registration Number:	0683881	FLITE-FLOW
Registration Number:	0681109	IMPACTOGEAR
Registration Number:	0505155	IMPACTOR
Registration Number:	1949366	PRESSURSEAT
Registration Number:	1951709	PRESSURCOMBO
Registration Number:	0419180	UNIVALVE
Registration Number:	0168898	VOGT
Registration Number:	0938451	A
Registration Number:	0554596	AUDCO
Registration Number:	0792081	LOMU
Registration Number:	0267316	LIMITORQUE
Registration Number:	2306499	POLY-GAS
Registration Number:	2306500	POLY-WATER

Registration Number:	2394895	DB
Registration Number:	2412957	POLY-STAB
Registration Number:	2416129	POLY-CHEM
Registration Number:	1185420	ENERGY MIZER
Registration Number:	0637351	WV
Registration Number:	0645009	WORCESTER
Registration Number:	1110382	MISER
Registration Number:	1130679	DYN-O-MISER
Registration Number:	1130680	MAXI-MISER
Registration Number:	1189107	THERMAL FLUID MIZER
Registration Number:	1250355	POLYFILL
Registration Number:	1412346	HIGH-PER FILL
Registration Number:	1415577	HIGH-PER MIZER
Registration Number:	1471197	NORBRO
Registration Number:	1951739	PULSAIR
Registration Number:	2178154	WORCESTER
Registration Number:	2317732	HYDRO MIZER
Registration Number:	2339854	DATAFLO C SMART CONTROLLER
Registration Number:	2237773	ELECTRI-SAFE
Registration Number:	2339855	DATAFLO P SMART POSITIONER
Registration Number:	0695564	AKTIV-RUDER
Registration Number:	1372114	ARGUS
Registration Number:	1315367	ATOMAC
Registration Number:	2645542	EVALTORK
Registration Number:	2812136	FLOWSTAR
Registration Number:	0347710	HYPRESEAL
Registration Number:	0631165	HYPRESPHERE
Registration Number:	2304575	INNOVATIVE VALVE TECHNOLOGIES, INC.
Registration Number:	1660507	N
Registration Number:	0510436	NORDSTROM
Registration Number:	1071006	POLYVALVE
Registration Number:	1906219	PRESSUREATER
Registration Number:	1659582	STARPAC

CORRESPONDENCE DATA

Fax Number:	(213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email:	gdurham@omm.com
Correspondent Name:	Gina M. Durham, Esq.
Address Line 1:	400 South Hope Street
Address Line 2:	O'Melveny & Myers LLP
Address Line 4:	Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	10/10/2005

Total Attachments: 7
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FLOWSERVE MANAGEMENT COMPANY, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Flowserve Corporation, a New York corporation ("**Company**"), has entered into a Credit Agreement dated as of August 12, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Bank of America N.A., as Administrative Agent for the Lenders and as Collateral Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Hedging Agreements**") with one or more counterparties that are Lenders (or Affiliates of Lenders) at the time such Hedging Agreements are entered into (in such capacity, collectively, "**Hedging Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Guaranty Agreement dated as of August 12, 2005 (said Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedging Counterparties and certain other persons, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Hedging Agreements and certain other obligations; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 12, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by agreements governing such license or otherwise), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

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(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (the "**Trademarks**"), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A annexed hereto, all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, all goodwill associated with the foregoing or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12th day of August, 2005.

FLOWSERVE MANAGEMENT COMPANY

By: _____
Name: John M. Nanos
Title: Vice President

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SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

	OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
1.	Flowserve Management Company	ACCORD (STYLIZED)	1597174	5/22/1990
2.	Flowserve Management Company	AUTOMAX INC. & DESIGN	1517015	12/20/1988
3.	Flowserve Management Company	CENTURA	1721600	10/6/1992
4.	Flowserve Management Company	CHANNELSTREAM	1393912	5/20/1986
5.	Flowserve Management Company	PHAROS	1652259	7/30/1991
6.	Flowserve Management Company	PHAZER	1828775	3/29/1994
7.	Flowserve Management Company	ULTRASWITCH	1647324	6/11/1991
8.	Flowserve Management Company	KAMMER (STYLIZED)	1850586	8/23/1994
9.	Flowserve Management Company	VALTEK MAXFLO	2142246	3/10/1998
10.	Flowserve Management Company	BIG MAX	1149600	3/31/1981
11.	Flowserve Management Company	BW SEALS	1728892	11/3/1992
12.	Flowserve Management Company	*BW/IP (STYLIZED)*	1548874	7/25/1989
13.	Flowserve Management Company	BYRON JACKSON	378463	6/11/1940
14.	Flowserve Management Company	BYRON JACKSON	660325	04/08/1958
15.	Flowserve Management Company	DURCO	295561	7/05/1932
16.	Flowserve Management Company	DURCO	432949	9/23/1947
17.	Flowserve Management Company	DURCO	417872	11/20/1945
18.	Flowserve Management Company	DURCO	418706	1/08/1946
19.	Flowserve Management Company	D-DURCO	743252	1/8/1963
20.	Flowserve Management Company	D-DURCO	743264	1/8/1963
21.	Flowserve Management Company	D-DURCO	761525	12/17/1963
22.	Flowserve Management Company	D-DURCO	761311	12/10/1963
23.	Flowserve Management Company	DURCOPUMP	395550	6/2/1942
24.	Flowserve Management Company	FIVE STAR SEAL & DESIGN	1291851	8/28/1984
25.	Flowserve Management Company	GASPAC	1941730	12/12/1995
26.	Flowserve Management Company	PAC-SEAL	2073563	6/24/1997
27.	Flowserve Management Company	SLEEVELINE	697997	5/24/1960
28.	Flowserve Management Company	T-LINE	912253	6/8/1971
29.	Flowserve Management Company	T-LINE	892839	6/16/1970
30.	Flowserve Management Company	*UNITED CENTRIFUGAL*	1644974	5/21/1991

	OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
31.	Flowserve Management Company	*WILSON-SNYDER*	551064	11/20/1951
32.	Flowserve Management Company	PWR.SEAL TECHNOLOGY	2283194	10/5/1999
33.	Flowserve Management Company	INVATEC	2304574	12/28/1999
34.	Flowserve Management Company	CENTRIFUGAL PUMP SEAL DESIGN (DOUBLE)	1624849	11/27/1990
35.	Flowserve Management Company	CENTRIFUGAL PUMP SEAL DESIGN (SINGLE)	1674796	02/11/1992
36.	Flowserve Management Company	DURAMETALLIC	1,283,049	06/26/1984
37.	Flowserve Management Company	DURIRON	0591017	6/15/1954
38.	Flowserve Management Company	DURIRON	0606594	5/31/1955
39.	Flowserve Management Company	DURIRON	0603774	3/29/1955
40.	Flowserve Management Company	DURIRON	0096259	4/14/1914
41.	Flowserve Management Company	FLOWSERVE	2333567	3/21/2000
42.	Flowserve Management Company	FLOWSERVE	2286139	10/12/1999
43.	Flowserve Management Company	FLOWSERVE	2261469	7/13/1999
44.	Flowserve Management Company	FLOWSERVE	2261470	7/13/1999
45.	Flowserve Management Company	FLOWSERVE	2333568	3/21/2000
46.	Flowserve Management Company	FLOWSERVE	2358013	6/13/2000
47.	Flowserve Management Company	GUARDIAN	1746297	1/12/1993
48.	Flowserve Management Company	BARBARIAN DESIGN	2419999	01/09/2001
49.	Flowserve Management Company	BARBARIAN	2419998	01/09/2001
50.	Flowserve Management Company	BRUTE JR	1778681	6/29/1993
51.	Flowserve Management Company	CLEAN-LOCK	1710041	8/25/1992
52.	Flowserve Management Company	FAST RESPONSE CENTER	1121582	7/3/1979
53.	Flowserve Management Company	GEAREX (STYLIZED)	0585955	2/23/1954
54.	Flowserve Management Company	HYDREX	0606355	5/24/1955
55.	Flowserve Management Company	IDP LOGO	1848852	8/9/1994
56.	Flowserve Management Company	P & DESIGN	0622620	3/6/1956
57.	Flowserve Management Company	PACIFIC	0591926	6/29/1954
58.	Flowserve Management Company	PLEUGER	2045357	3/18/1997
59.	Flowserve Management Company	PROS+	2,391,090	10/3/2000
60.	Flowserve Management Company	PUMPTRAC & DESIGN	2013429	11/5/1996
61.	Flowserve Management Company	SCIENCO	1659448	10/8/1991

	OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
62.	Flowserve Management Company	SIER-BATH	0741577	12/4/1962
63.	Flowserve Management Company	WESTERN LAND ROLLER	1996129	8/20/1996
64.	Flowserve Management Company	WORTHINGTON	0641707	2/19/1957
65.	Flowserve Management Company	W WORTHINGTON (Stylized)	0945715	10/24/1972
66.	Flowserve Management Company	WORTHINGTON (Stylized)	0692784	2/9/1960
67.	Flowserve Management Company	X-CAVALLOY	2440045	4/13/2001
68.	Flowserve Management Company	INTERSEAL	1853488	9/13/1994
69.	Flowserve Management Company	EDWARD	598960	12/07/1954
70.	Flowserve Management Company	EQUALIZER	0564468	9/23/1952
71.	Flowserve Management Company	FLITE-FLOW	0683881	8/25/1959
72.	Flowserve Management Company	IMPACTOGEAR	0681109	6/30/1959
73.	Flowserve Management Company	IMPACTOR	0505155	12/28/1948
74.	Flowserve Management Company	PRESSURSEAT	1949366	1/16/1996
75.	Flowserve Management Company	PRESSURECOMBO	1951709	1/23/1996
76.	Flowserve Management Company	UNIVALVE	0419180	2/05/1946
77.	Flowserve Management Company	VOGT	0168898	5/29/1923
78.	Flowserve Management Company	A DEVICE	0938451	7/25/1972
79.	Flowserve Management Company	AUDCO	0554596	2/12/1952
80.	Flowserve Management Company	LOMU	0792081	7/06/1965
81.	Flowserve Management Company	LIMITORQUE (STYLIZED)	0267316	02/18/1930
82.	Flowserve Management Company	POLY-GAS	2306499	01/04/2000
83.	Flowserve Management Company	POLY-WATER	2306500	01/04/2000
84.	Flowserve Management Company	DB	2394895	10/17/2000
85.	Flowserve Management Company	POLY-STAB	2412957	12/12/2000
86.	Flowserve Management Company	POLY-CHEM	2416129	12/26/2000
87.	Flowserve Management Company	ENERGY MIZER	1185420	01/12/1982
88.	Flowserve Management Company	WV LABEL	0637351	11/20/1956
89.	Flowserve Management Company	WORCESTER (STYLISED)	0645009	05/07/1957
90.	Flowserve Management Company	MISER	1110382	01/02/1979
91.	Flowserve Management Company	DYN-O-MISER	1130679	02/12/1980
92.	Flowserve Management Company	MAXI-MISER	1130680	02/12/1980

	OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
93.	Flowserve Management Company	THERMAL FLUID MIZER	1189107	02/09/1982
94.	Flowserve Management Company	POLYFILL	1250355	09/06/1983
95.	Flowserve Management Company	HIGH-PER FILL	1412346	10/07/1986
96.	Flowserve Management Company	HIGH-PER MIZER	1415577	11/04/1986
97.	Flowserve Management Company	NORBRO	1471197	01/05/1988
98.	Flowserve Management Company	PULSAIR (& DESIGN)	1951739	01/23/1996
99.	Flowserve Management Company	WORCESTER	2178154	08/04/1998
100.	Flowserve Management Company	HYDRO MIZER	2317732	02/15/2000
101.	Flowserve Management Company	DATAFLO C SMART CONTROLLER	2339854	04/11/2000
102.	Flowserve Management Company	ELECTRI-SAFE	2237773	04/16/1999
103.	Flowserve Management Company	DATAFLO P SMART POSITIONER	2339855	04/11/2000
104.	Flowserve Management Company	AKTIV-RUDER	0,695,564	04/05/1960
105.	Flowserve Management Company	ARGUS	1,372,114	11/26/1985
106.	Flowserve Management Company	ATOMAC	1,315,367	01/22/1985
107.	Flowserve Management Company	EVALTORK	2,645,542	11/05/2002
108.	Flowserve Management Company	FLOWSTAR	2,812,136	02/10/2004
109.	Flowserve Management Company	HYPERSEAL	0,347,710	07/06/1937
110.	Flowserve Management Company	HYPERSPHERE	0,631,165	07/24/1956
111.	Flowserve Management Company	INNOVATIVE VALVE TECHNOLOGIES	2,304,575	12/28/1999
112.	Flowserve Management Company	N (Stylized)	1,660,507	10/15/1991
113.	Flowserve Management Company	NORDSTROM	0,510,436	05/31/1949
114.	Flowserve Management Company	POLYVALVE	1,071,006	08/09/1977
115.	Flowserve Management Company	PRESSUREATER	1,906,219	07/18/1995
116.	Flowserve Management Company	STARPAC	1,659,582	10/08/1991