

Docket No: 19875-002001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):
DRESSER, INC.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation—State Delaware
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
ASHCROFT INC.
250 E. Main Street
Stratford, Connecticut 06614

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation—State Delaware
 Other _____

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other: _____

Execution Date: **11/30/2005; 12/2/2005**

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s):
Please see attached.

Additional numbers attached? Yes No

B: Trademark No(s):
Please see attached.

5. Name/address of party to whom correspondence concerning document should be mailed:
RUSSELL N. RIPPAMONTI
Fish & Richardson P.C.
1717 Main Street
Suite 5000
Dallas, Texas 75201

6. Total number of applications and registrations involved: **23**

7. Total fee (37 CFR §3.41): **\$590.00**
 Enclosed
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

DO NOT USE THIS SPACE

9. Statement and Signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.*

Russell N. Rippamonti *Russell N. Rippamonti* 12/7/05
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

12-7-05
 Date of Transmission

Pandra Bukovac
 Signature

SANDRA BUKOVAC
 Typed or Printed Name of Person Signing Certificate

CH \$590.00 061050 2355025

TRADEMARK APPLICATION NUMBER(S) AND TRADEMARK NUMBER(S)

Continued: No. 4 B: Trademark Nos:

Application No.	Filing Date	Registration No.	Trademark	Class
75/672,118	03/31/1999	2,355,025	ACTIONLINE	35
74/170,830	05/28/1991	1,774,451	ACTIONLINE (Stylized)	39
72/158,083	11/28/1962	777,233	ASHCROFT	6
72/158,084	11/28/1962	777,344	ASHCROFT	9
72/133,477	12/06/1961	736,785	ASHCROFT	9
73/498,864	09/10/1984	1,340,330	ASHCROFT & Design (SHIELD)	9
72/322,275	03/20/1969	916,278	DIGGAUGE	9
71/311,598	03/02/1931	284,361	DURAGAUGE	9
73/543,626	06/17/1985	1,460,671	DURALIFE	9
73/037,378	11/18/1974	1,033,699	DURATEMP	9
73/627,267	10/27/1986	1,447,263	DURATRAN	9
76/220,399	02/28/2001	2,737,909	EBRO	9
76/504,771	04/07/2003	2,883,743	EBRO & Design	9
71/583,401	08/12/1949	544,021	GAUGE SAVE	9
73/013,756	02/19/1974	1,041,198	HEISE	9
72/043,173	12/30/1957	666,587	MAXITEST	9
71/679,303	01/03/1955	614,388	MAXIVISION	9
76/223,966	03/13/2001	2,735,886	MINIGAUGE	9
76/365,726	01/31/2002	N/A	SPOOLCAL	9
75/153,192	08/20/1996	2,218,062	WEKSLER	6, 9
76/148,467	10/14/2000	2,506,305	WEKSLER & Design	06, 09
75/153,183	08/20/1996	2,497,388	WEKSLER INSTRUMENTS & Design	06, 09
75/729,279	06/15/1999	2,440,080	XACTA	9

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 30th day of November, 2005, between **DRESSER, INC.**, a Delaware Corporation, (hereinafter "ASSIGNOR"), having a place of business at 11th Floor, Millennium I, 15455 Dallas Parkway, Addison, Texas 75001, and **Ashcroft Inc.**, a Delaware corporation, (hereinafter "Ashcroft"), having a place of business at 250 E. Main Street, Stratford, Connecticut 06614.

WHEREAS, ASSIGNOR has adopted, intends to use and is using the trademarks listed in Schedule A ("Marks") attached hereto; and

WHEREAS, Ashcroft is desirous of acquiring all rights, title and interest in the Marks, including but not limited to, the registrations thereof, together with the goodwill of the business symbolized by said Marks; and

WHEREAS, ASSIGNOR transferred to Ashcroft certain assets and businesses and the Marks pertaining to said assets and which business is ongoing and existing; and

WHEREAS, ASSIGNOR covenants that it will, at Ashcroft's expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as Ashcroft may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the said Marks; and

NOW, THEREFORE, in consideration of the sums set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, **ASSIGNOR** does hereby sell, assign and transfer to Ashcroft, its successors and assigns, all rights, title and interest in the Marks, including, but not limited to, the applications for and registrations thereof, together with the goodwill of the business symbolized by said Marks, together with that portion of **ASSIGNOR's** business associated therewith, together with all claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same all of the foregoing to be held and enjoyed by Ashcroft for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto;

ASSIGNOR covenants that it will, at Ashcroft's expense, when requested, execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as Ashcroft may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of the Marks and other applications claiming priority/benefit on the Marks;

Ashcroft's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any of the Marks assigned pursuant to this Trademark Assignment, and to take any other actions necessary or incident to the powers granted to Ashcroft in this Trademark Assignment.

IN WITNESS WHEREOF, I hereto set my hand and seal at Addison, Texas
_____, this 30th day of November, 2005.

DRESSER, INC.

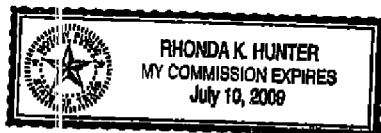
John P. Ryan
By: John P. Ryan
Title: COO and President

State of Texas §
County of Dallas §

Before me this 30th day of November, 2005, personally appeared John P. Ryan, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Rhonda K. Hunter
Notary Public
My Commission Expires: 7/10/09

[Notary's Seal Here]



IN WITNESS WHEREOF, I hereto set my hand and seal at NEW YORK, NY
this 2nd day of DECEMBER, 2005.

ASHCROFT INC.

Ryan Harrison

By: RYAN HARRISON

Title: SECRETARY

State of New York §
County of New York §

Before me this 2nd day of December, 2005, personally appeared Ryan Harrison, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Brocke Spiegel
Notary Public
My Commission Expires:

[Notary Seal Here]
BROCKE SPIEGEL
Notary Public, State of New York
No. 01SP4864267
Qualified in New York County
Commission Expires Aug. 7, 2009

**SCHEDULE A
to Trademark Assignment**

Registered Trademarks and Pending Trademark Applications

Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
1850 AMERICAN & Design	15826-174CA1	243262	11/25/1957	TMA112264	CANADA	9
ACTIONLINE	15826-127001	75/672,118	3/31/1999	2,355,025	UNITED STATES	35
ACTIONLINE (Stylized)	15826-128001	74/170,830	5/28/1991	1,774,451	UNITED STATES	39
ASHCROFT	15826-129001	72/158,083	11/28/1962	777,233	UNITED STATES	6
ASHCROFT	15826-129002	72/158,084	11/28/1962	777,344	UNITED STATES	9
ASHCROFT	15826-129003	72/133,477	12/6/1961	736,785	UNITED STATES	9
ASHCROFT	15826-129AT1	AM158364	7/14/1964	53393	AUSTRIA	22
ASHCROFT	15826-129BR1	6090761	5/25/1985	006090761	BRAZIL	9
ASHCROFT	15826-129BX1	501409	1/8/1990	00611	BENELUX	9
ASHCROFT	15826-129CA1	225656	6/29/1954	UCA050286	CANADA	N/A
ASHCROFT	15826-129CN1	95057376	5/12/1995	934687	CHINA	9
ASHCROFT (in Chinese characters ya si ke)	15826-129CN2	4471502	1/19/2005		CHINA	9
ASHCROFT	15826-129CO1	92237454	7/26/2002	119573	COLOMBIA	7
ASHCROFT	15826-129CO2	237454	10/3/1984	207177	COLOMBIA	7
ASHCROFT	15826-129DE1	D257909	7/6/1971	901829	GERMANY	08, 09, 17
ASHCROFT	15826-129EC1	NA	7/31/1980	168897 (orig. reg. 68-81)	ECUADOR	9

Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
ASHCROFT	15826-129FR1	77685	8/3/1962	1434621	FRANCE	9
ASHCROFT	15826-129GB1	1151735	4/1/1981	1151735	UNITED KINGDOM	9
ASHCROFT	15826-129GB2	870205	10/8/1964	B870205	UNITED KINGDOM	9
ASHCROFT	15826-129ID1	248705	4/17/1989	513305	INDONESIA	9
ASHCROFT	15826-129IN1	224653	9/30/1964	224653	INDIA	9
ASHCROFT	15826-129IT1	RM2002C004 005	8/3/2002	489809	ITALY	9
ASHCROFT	15826-129JP1	2003-556199	8/2/1962	637593	JAPAN	9
ASHCROFT	15826-129MX1	105924	9/26/1992	111343	MEXICO	06, 07, 08, 11, 12, 17, 19, 20, 21, 26
ASHCROFT	15826-129MX2	105924	9/26/1992	111342	MEXICO	01, 06, 08, 09, 11, 12, 14, 16
ASHCROFT	15826-129SE1	6202796	8/1/1962	109677	SWEDEN	9
ASHCROFT	15826-129VE1	3714	12/15/1995	50871F	VENEZUELA	9
ASHCROFT	15826-129VN1	12272	3/20/1993	10246	VIETNAM	9
ASHCROFT	15826-129ZA1	622559	7/31/1962	62/02559	SOUTH AFRICA	9
ASHCROFT & Design ("Ashcroft" in Shield)	15826-175AU1	368985	12/2/1981	368985	AUSTRALIA	9
ASHCROFT & Design ("Ashcroft" in Shield)	15826-175CN1	95057374	5/12/1995	934686	CHINA	9

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TRADEMARK
REEL: 003238 FRAME: 0083

Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
ASHCROFT & Design (SHIELD)	15826-163001	73/498,864	9/10/1984	1,340,330	UNITED STATES	9
ASHCROFT & Design (SHIELD)	15826-163AR1	1994110	11/2/1984	1607695	ARGENTINA	9
ASHCROFT & Design (SHIELD)	15826-163AUI	416963	10/18/1984	A416963	AUSTRALIA	9
ASHCROFT & Design (SHIELD)	15826-163BR1			811770699	BRAZIL	9
ASHCROFT & Design (SHIELD)	15826-163BX1	51965	9/12/1984	403615	BENELUX	9
ASHCROFT & Design (SHIELD)	15826-163CL1	668513	9/20/1984	437034	CHILE	9
ASHCROFT & Design (SHIELD)	15826-163CO1	237456		212422	COLOMBIA	7
ASHCROFT & Design (SHIELD)	15826-163CO2	92237456	7/26/2002	119578	COLOMBIA	7
ASHCROFT & Design (SHIELD)	15826-163DE1	D401699WZ	5/3/1985	1076604	GERMANY	9
ASHCROFT & Design (SHIELD)	15826-163DZ1	69584	10/17/1984	048212	ALGERIA	9, 14
ASHCROFT & Design (SHIELD)	15826-163FR1	717141	10/10/1984	1286274	FRANCE	9, 14
ASHCROFT & Design (SHIELD)	15826-163GB1	1227809	10/8/1984	1227809	UNITED KINGDOM	9

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TRADEMARK
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Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
ASHCROFT & Design (SHIELD)	15826-163IN1	427243	9/17/1984	427243	INDIA	9
ASHCROFT & Design (SHIELD)	15826-163IT1	MI94C003928	8/10/1984	695154	ITALY	7, 9
ASHCROFT & Design (SHIELD)	15826-163JP1	985711984	9/12/1984	2009352	JAPAN	10
ASHCROFT & Design (SHIELD)	15826-163MX1	234813	6/22/1984	303753	MEXICO	9
ASHCROFT & Design (SHIELD)	15826-163SE1	8406573	9/13/1984	194980	SWEDEN	9
ASHCROFT & Design (SHIELD)	15826-163VE1	903284	9/19/1984	125606F	VENEZUELA	9
ASHCROFT & Design (SHIELD)	15826-163VE2	3458	4/14/1983	108931F	VENEZUELA	9
ASHCROFT & Design (SHIELD)	15826-163ZA1	853352	5/13/1985	85/03352	SOUTH AFRICA	9
DIGIGAUGE	15826-165001	72/322,275	3/20/1969	916,278	UNITED STATES	9
DIGIGAUGE	15826-165GB1	22060291	2/6/2001	2260291	UNITED KINGDOM	9
DURAGAUGE	15826-130001	71/311,598	3/2/1931	284,361	UNITED STATES	9
DURAGAUGE	15826-130BR1			006594930	BRAZIL	9
DURAGAUGE	15826-130CA1	156119	12/23/1931	TMDA053716	CANADA	N/A
DURAGAUGE	15826-130EC1	N/A	7/31/1980	169797 (orig. reg. 68-81)	ECUADOR	9
DURAGAUGE	15826-130GB1	870207	10/8/1964	870207	UNITED	9

Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
					KINGDOM	
DURAGAUGE	15826-130IT1	M194C003927	4/28/1994	695153	ITALY	9
DURAGAUGE	15826-130JP1	13702	6/17/1968	2383903	JAPAN	9
DURAGAUGE	15826-130MX1	116008	6/1/1964	118989	MEXICO	9
DURAGAUGE	15826-130VN1	12260	3/20/1993	10,236	VIETNAM	7
DURAGAUGE (in Katakana)	15826-179JP1	13703	6/17/1968	2,383,904	JAPAN	9
DURALIFE	15826-131001	73/543,626	6/17/1985	1,460,671	UNITED STATES	9
DURATEMP	15826-132001	73/037,378	11/18/1974	1,033,699	UNITED STATES	9
DURATEMP	15826-132JP1	75982/1980	9/29/1983	1,619,389	JAPAN	9
DURATEMP (Katakana)	15826-180JP1	5-716891	9/29/1983	1,619,390	JAPAN	9
DURATRAN	15826-133001	73/627,267	10/27/1986	1,447,263	UNITED STATES	9
EBRO	15826-117001	76/220,399	2/28/2001	2,737,909	UNITED STATES	9
EBRO & Design	15826-178001	76/504,771	4/7/2003	2,883,743	UNITED STATES	9
GAUGE SAVER	15826-135001	71/583,401	8/12/1949	544,021	UNITED STATES	9
HEISE	15826-137001	73/013,756	2/19/1974	1,041,198	UNITED STATES	9
HEISE	15826-137AU1	304532	2/14/1977	B304532	AUSTRALIA	9
HEISE	15826-137BR1	4519M77		006703143	BRAZIL	9
HEISE	15826-137BX1	38502	2/11/1977	345503	BENELUX	9
HEISE	15826-137CA1	407060	2/8/1977	TMA231090	CANADA	9
HEISE	15826-137CH1	27921977	6/6/1977	P289614	SWITZERLAND	9
HEISE	15826-137CN1	95057377	5/12/1995	934688	CHINA	9

Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
HEISE	15826-137DE1	D310129WZ	2/10/1977	963962	GERMANY	9
HEISE	15826-137FR1	240861	3/2/1977	1394523	FRANCE	9
HEISE	15826-137GB1	1074285	2/10/1977	1074285	UNITED KINGDOM	9
HEISE	15826-137IN1	323052	2/15/1977	323052	INDIA	9
HEISE	15826-137IT1	MI97C000344	2/14/1977	786298	ITALY	9
HEISE	15826-137JP1	9656875	8/19/1987	1978340	JAPAN	9
HEISE	15826-137VE1	100277	2/18/1977	91028	VENEZUELA	9
HEISE	15826-137VN1	12267	3/20/1993	10241	VIETNAM	9
HEISE	15826-137ZA1	B770601	2/14/1977	B1977/00601	SOUTH AFRICA	9
HEISE & Design (SHIELD)	15826-182CN1	95057375	5/12/1995	934685	CHINA	9
HEISE (Katakana)	15826-181JP1	7723920	7/29/1985	1788803	JAPAN	9
MAXITEST	15826-141001	72/043,173	12/30/1957	666,587	UNITED STATES	9
MAXIVISION	15826-142001	71/679,303	1/3/1955	614,388	UNITED STATES	9
MINIGAUGE	15826-120002	76/223,966	3/13/2001	2,735,886	UNITED STATES	9
SPOOLCAL	15826-183001	76/365,726	1/31/2002		UNITED STATES	9
SPOOLCAL	15826-183AR1	2397758	11/7/2002	1957893	ARGENTINA	9
SPOOLCAL	15826-183AUI	933337	11/7/2002	933337	AUSTRALIA	9
SPOOLCAL	15826-183BR1	825145910	12/11/2002		BRAZIL	9
SPOOLCAL	15826-183CN1	3361890	11/7/2002	3,361,890	CHINA	9
SPOOLCAL	15826-183EU1	2924041	11/8/2002	2,924,041	EUROPEAN UNION (CTM)	9

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TRADEMARK
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Trademark	F&R File No.	Application Number	File Date	Reg. No.	Country	Class
SPOOLCAL	15826-183JP1	2002094389	11/7/2002	4,689,965	JAPAN	9
SPOOLCAL	15826-183MX1	575131	11/13/2002	772682	MEXICO	9
SPOOLCAL	15826-183SA1	79866	11/11/2002	708/52	SAUDI ARABIA	9
SPOOLCAL	15826-183SG1	T02/17484A	11/12/2002	T02/17484A	SINGAPORE	9
SPOOLCAL	15826-183VE1	1743902	11/7/2002	P-250992	VENEZUELA	9
WEKSLER	15826-158001	75/153,192	8/20/1996	2,218,062	UNITED STATES	6, 9
WEKSLER	15826-158CN1	960084655	7/22/1996	1,108,546	CHINA	9
WEKSLER & Design	15826-124001	76/148,467	10/14/2000	2,506,305	UNITED STATES	06, 09
WEKSLER INSTRUMENT S & Design	15826-125001	75/153,183	8/20/1996	2,497,388	UNITED STATES	06, 09
WEKSLER INSTRUMENT S & Design	15826-125CN1	960084654	7/22/1996	1,108,326	CHINA	9
WILLY	15826-187AR1	2206020	3/5/1999	1952546	ARGENTINA	9
WILLY	15826-187BR1	820969990	8/10/1998		BRAZIL	9
XACTA	15826-126001	75/729,279	6/15/1999	2,440,080	UNITED STATES	9

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RECORDED: 12/07/2005

TRADEMARK
REEL: 003238 FRAME: 0088