

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sartell Water Controls, Inc.		06/01/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Crispin Valve, LLC		
Street Address:	600 Flower Avenue		
City:	Berwick		
State/Country:	PENNSYLVANIA		
Postal Code:	18603		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2862963	K-FLO	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3230		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Gray, Plant, Mooty, Mooty & Bennett, PA		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	102922		
NAME OF SUBMITTER:	Tiffany Larson, Paralegal		
Signature:	/Tiffany Larson/		
Date:	02/01/2006		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is by and between **Sartell Water Controls, Inc.**, a Delaware corporation, with offices at 250 Riverside Drive, Sartell, Minnesota 56377 (the "Assignor"), and **Crispin Valve, LLC**, a Pennsylvania Limited Liability Company, with offices at 600 Flower Avenue, Berwick, PA 18603.

Background Statement

Assignor is a party to that certain Asset Purchase Agreement between Assignor and Assignee dated as of June 1, 2005 (the "**Purchase Agreement**"), whereby Assignee has agreed to purchase, and Assignor has agreed to sell, certain assets used in the Business (as defined in the Purchase Agreement).

Statement of Agreement

In consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor does hereby assign, convey, transfer and delivery to Assignee, its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all the trademarks, trademark registrations and trademark applications listed on **Schedule "A"**, together with the goodwill of the business symbolized by such trademarks (the "**Assigned Trademarks**").

Assignor further agrees that, upon request, Assignor will, without change to Assignee, furnish all documentation in its possession relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all other acts that may be reasonably necessary to reflect the assignment of the Assigned Trademarks to Assignee, its successors, assigns and legal representatives or nominees.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota without regard to the principles of conflicts of laws. This Assignment may be modified only in writing executed on behalf of both parties. This Assignment will be binding upon the parties hereto, their personal representatives, successors, heirs and permitted assigns.

If for any reason any of the provisions, or portions thereof, of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such

provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Assignment will not be affected and will be valid and enforceable.

This Assignment and the Purchase Agreement constitute the entire agreement between the parties regarding the Assigned Trademarks and supersedes all prior agreements and negotiations, either written or oral, expressed or implied regarding the subject matter hereof. Any representation, promise or condition relating to the Assigned Trademarks not contained or incorporated herein or in the Purchase Agreement will not be binding upon either party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the 1st day of June, 2005.

SARTELL WATER CONTROLS, INC.

By: *Al Kremers*
Name: Al Kremers
Title: Chairman

STATE OF Minnesota)
COUNTY OF Stearns)

This 1st day of June, 2005, before me personally came the above-named Al Kremers, to me personally known as the individual who executed the foregoing assignment on behalf of Sartell Water Controls, Inc., and who has acknowledged, to me that he executed the same of his own free will, for the purposes therein set forth.



Marilee Petroske
Notary Public

My Commission Expires: *Jan 31 / 2006*

ACCEPTANCE:

The undersigned, Crispin Valve, LLC, hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED this 1st day of June, 2005.

CRISPIN VALVE, LLC

By: *Darren Crispin*
Name: Darren Crispin
Title: President

SCHEDULE A

Trademarks

Trademark	Country	Application Number	Registration Number	Recorded Assignee
K-FLO	China	3148745	3148745	SPX Corporation
K-FLO	Unites States of America	75/368,541	2862963	CMB Industries, Inc.
K-FLO	China	3148746	3148746	SPX Corporation
K-FLO (in Chinese)	China	3148474	3148747	SPX Corporation
K-FLO (in Chinese)	China	3148748	3148748	SBX Corporation