

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Delaware Capital Formation, Inc.
1403 Foulk Road, Suite 102
Wilmington, DE 19803-2755

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tranter PHE, Inc.

Internal Address: _____

Street Address: 1900 Old Burk Highway

City: Wichita Falls

State: TX

Country: United States of America Zip: 76306-5904

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 1, 2006

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule of Trademark Registrations

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: Jericho B. Pacho

Internal Address: Wolf, Block, Schorr & Solls-Cohen LLP

Street Address: 1650 Arch Street 22nd Floor

City: Philadelphia

State: PA Zip: 19103-2097

Phone Number: 215-977-2121

Fax Number: _____

Email Address: jpacho@wolfblock.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 720.00

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

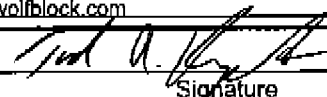
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2820

Authorized User Name Tod A. Kupstas

9. Signature: _____



3/14/06
Date

Tod A. Kupstas

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE OF TRADEMARK REGISTRATIONS

Country	Reg. No.	Issue Date	Mark
U.S.	832,514	07/25/67	COUPLDEAN
U.S.	832,530	07/25/67	COUPLDEAN
U.S.	851,011	06/18/68	CRYODEAN
U.S.	851,923	07/02/68	CRYODEAN
U.S.	1,372,385	11/26/85	SNOPAN
U.S.	1,372,386	11/26/85	SNOPLATE
U.S.	984,508	05/21/74	ECONOCOIL
U.S.	1,747,009	01/19/93	MAXCHANGER
U.S.	829,089	05/23/67	PLATECOIL
U.S.	591,168	06/15/54	PLATECOIL
U.S.	994,708	10/01R4	SUPERCHANGER (stylized)
U.S.	994,707	10/01 /74	SUPERCHANGER
U.S.	1,734,813	11/24/92	SUPERLOCK
U.S.	1,367,497	10/29/85	THERMOPANEL
U.S.	1,049,477	10/05/76	TRANSTER THE HEAT
			TRANSFER PEOPLE and Design
U.S.	2,660,697	12/10/02	ULTRAMAX
U.S.	2,735,386	7/8/03	SUPERMAX
U.S.	2,356,862	6/13/00	THERMOFLUID & Design

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

March This Agreement ("Agreement") is made and entered into as of the 1st day of March, 2006 by and between Delaware Capital Formation, Inc., a Delaware corporation ("DCF"), and Tranter PHE, Inc., a Delaware corporation ("Tranter US").

RECITALS

A. Alfa Laval U.S. Holding Inc. ("ALUSA") is on the date hereof acquiring all of the shares of Tranter US from its sole shareholder, Dover Diversified, Inc. ("DDI"), under the terms of that certain Master Sale and Purchase Agreement, dated September 22, 2005 ("MSPA").

B. DCF and Tranter US are parties to that certain Intellectual Property License Agreement, pursuant to which Tranter US licenses rights under certain patents, trademarks and trade secrets from DCF.

C. It is a condition to closing under the MSPA, that DCF assign to ALUSA certain of those patents and trademarks historically licensed by DCF to Tranter US, and DCF is willing to so assign such assets on the terms provided for herein, and for good and valuable consideration set forth in the MSPA.

D. ALUSA has instructed DCF to assign those certain patents and trademarks to Tranter US on behalf of ALUSA.

NOW, THEREFORE, the parties hereby agree as follows (terms not otherwise defined herein shall have the meanings given to them in the MSPA):

1. **Purchase Price.** ALUSA is on the date hereof paying to DDI and certain Affiliates thereof the Initial Purchase Price, and DCF hereby acknowledges and agrees that a portion of such payment being made to DDI is being allocated to this Assignment of the IP Rights (as defined below) to Tranter US, which portion of the Initial Purchase Price may, in DDI's and DCF's discretion, be transferred to DCF by DDI.

2. **Assignment.** DCF hereby assigns and transfers to Tranter US, and Tranter US hereby accepts on behalf of ALUSA, all of DCF's rights, title and interest in and to the Tranter Trade Rights owned by it as of the date hereof (collectively, "IP Rights"), including, without limitation, the following intellectual property rights:

a. **Patents Documents.** The patents and patent applications identified on the attached Exhibit A, including all continuations, continuation-in-parts, reissuance, reexamination or extensions thereof, and any other patent applications and all current or future patents that may be granted thereon, that claim priority to any of the patents and/or patent applications identified in Exhibit A.

b. **Trademarks.** The trademarks identified on the attached Exhibit B, as well as all goodwill associated therewith, including, without limitation, any and all renewals, reversions and extensions of those trademarks identified in Exhibit B that may here after be secured under the laws of the United States and any other jurisdiction.

c. **Associated Rights.** All rights of enforcement and recovery of any claim right, title or interest of any kind including, without limitation, the right to sue for all past, present and future infringement of any of the IP Rights.

Buyer hereby accepts such assignment and transfer of the IP Rights.

3. **Further Assurances.** DCF shall execute such other or additional instruments of transfer or conveyance in respect of the IP Rights as are reasonably requested by Tranter US, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office, or equivalent filings in foreign jurisdictions.

4. **Disclaimer.** THE TRANSFER OF IP RIGHTS IS MADE WITHOUT RECOURSE AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE IP RIGHTS ARE TRANSFERRED WITH ALL FAULTS. The foregoing is not intended to limit any rights as between ALUSA and DDI under the MSPA (including Section 3.1(f) thereunder).

5. **Miscellaneous.** This Agreement shall be governed by the internal laws of the state of Delaware. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned to any party without the prior written consent of the other party. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration held in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

DELAWARE CAPITAL FORMATION, INC.

TRANTER PHE, INC.

By: *Ann Ward*

By: *Charles R Monachello*

Print Name: ANN WARD

Print Name: CHARLES R MONACHELLO

Title: PRESIDENT

Title: PRESIDENT

MILW_195902.1

EXHIBIT A**Patents Documents****Patents**

Country	Title	Patent Number
United States	Plate Heat Exchanger	4,905,758
United States	Plate Heat Exchanger With Glueless Gaskets	4,995,455
United States	All-Welded Plate Heat Exchanger	5,469,914
United States	Double-Wall Welded Plate Heat Exchanger	5,487,424
United States	Distributor For Plate Heat Exchangers	6,179,051
United States	All-Welded Plate Heat Exchanger	6,516,874
Japan	Plate Heat Exchanger	2522871
Canada	Plate Heat Exchanger	2008034
Canada	All-Welded Plate Heat Exchanger	2104905
Brazil	Shell and Plate Heat Exchanger	BR0202425
Brazil	All-Welded Plate Heat Exchanger	BR0202426

Patent Applications

Country	Title	Patent Application Number
United States	Shell and Plate Heat Exchanger	10/044,870 (20030000688)
India	All-Welded Plate Heat Exchanger	300/Cal/2002
India	Shell and Plate Heat Exchanger	299/Cal/2002

EXHIBIT B**Trademarks**

Country	Trademark	Registration Number
United States	Thermopanel	1,367,497
United States	Snopan	1,372,385
United States	Snoplate	1,372,386
United States	Tranter Heat Transfer	1,049,477
United States	Platecoil & Design	591,168
United States	Platecoil	829,089
United States	Coupldean	832,514
United States	Coupldean	832,530
United States	Ultramax	2,660,697
United States	Cryodean	851,011
United States	Cryodean	851,923
United States	Supermax	2,735,386
United States	Thermofluid & Design	2,356,862
United States	Superlock	1,734,813
United States	Maxchanger	1,747,009
United States	Econocoil	984,508
United States	Superchanger (Style)	994,708
United States	Superchanger (Caps)	994,707
Canada	Superchanger	216,201
Canada	Tranter (Design)	232,994
Canada	Snopan	177,312
Canada	Steempan & Design	178,239
Canada	Econocoil & Design	TMA203,800
Canada	Platecoil & Design	TMA113,252
France	Platecoil	1,443,991
Japan	Platecoil	855,478
Japan	Econocoil	1,418,218
Mexico	Tranter The Heat Transfer People and design	819,209
Mexico	Platecoil	853,984
Mexico	Supermax	853,985
Mexico	Maxchanger and design	855,280
Mexico	Econocoil	878,738
Mexico	Ultramax	App. No. 676,401
Mexico	Superchanger	App. No. 676,396
Germany	Platecoil	867,196
Taiwan	Platecoil (Block)	245,905
Taiwan	THE heat transfer people TRANTER	1,130,455
UK	Econocoil	1,011,301
Israel	THE HEAT TRANSFER PEOPLE TRANTER with design (class 7)	167,941

Israel	THE HEAT TRANSFER PEOPLE TRANTER with design (class 37)	167,942
Israel	THE HEAT TRANSFER PEOPLE TRANTER with design (class 11)	167,943
Office of the European Union Trade Marks and Design	THE heat transfer people TRANTER	3,230,778
People's Republic of China	Tranter logo	3664406
People's Republic of China	Tranter	3664407
India	THE heat transfer people TRANTER with design (classes 7, 11 and 37)	1251923

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