

03-14-2006

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

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



OFFICE OF PUBLIC RECORDS

RECORDS

TRAL..... 103197874

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):

Vesper LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 30, 2006

- 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: Industrial Manufacturing Company

Internal International LLC

Address: _____

Street Address: 6950 South Edgerton Road

City: Brecksville

State: Ohio

Country: USA Zip: 44141

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

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)

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s) 837,321;

1,156,138; 1,012,806; 2,844,310

Additional sheet(s) attached? Yes No

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

DUALINE; FARVAL; LUBESITE; LUBESITE

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

Name: Stanton J. Lovenworth, Esq.

Internal Address: _____

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York

State: New York Zip: 10019

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dbllp.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- 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:

Stanton J. Lovenworth

Signature

March 8, 2006

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

03/13/2006 DBYRNE 00000186 1156138

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

TRADEMARK
REEL: 003313 FRAME: 0353

**TRADEMARK ASSIGNMENT
(VESPER LLC / INTERNATIONAL)**

This TRADEMARK ASSIGNMENT (VESPER LLC / INTERNATIONAL) (this "Assignment") is made and entered into this 30th day of January, 2006, by and between Vesper LLC, a Pennsylvania limited liability company ("Assignor"), and Industrial Manufacturing Company International LLC, a Delaware limited liability company and direct, wholly-owned subsidiary of Assignor ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the trademarks and the corresponding registrations and/or applications for registration set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee accepts and acquires from Assignor, Assignor's entire right, title, interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor, on its own behalf and on behalf of its affiliates, assigns to Assignee all claims for damages by reason of infringement prior to the assignment of the Trademarks and of all rights associated therewith, with the right to sue for damages arising out of such claims, and to collect the same for its own use and benefit, and for the use and benefit of its successors, assignees or other legal representatives.

3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

4. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

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**TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

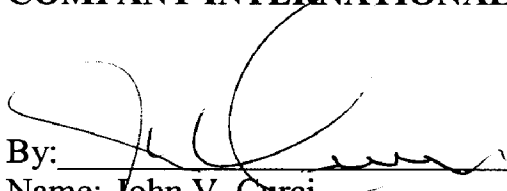
ASSIGNOR:

VESPER CORPORATION

By: 
Name: John V. Curci
Title: Vice-President & Secretary

ASSIGNEE:

**INDUSTRIAL MANUFACTURING
COMPANY INTERNATIONAL LLC**

By: 
Name: John V. Curci
Title: Vice-President, Treasurer, Secretary & CFO

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**TRADEMARK
REEL: 003313 FRAME: 0355**

SCHEDULE A
TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg No.</u> <u>(Appl. No.)</u>	<u>Reg. Date</u> <u>(Appl. Date)</u>
Dualine	Canada	TMA281144	7/8/1983
Dualine	USA	0837321	8/10/1966
Dualine	Canada	TMA281144	7/8/1983
Farval	USA	1,156,138	6/2/1981
Farval	Austria	121,918	10/13/1988
Farval	Benelux	451,712	5/31/1988
Farval	Brazil	3,700,526	4/23/1988
Farval	Brazil	3,721,132	6/19/1988
Farval	Canada	29,049	1/2/1988
Farval	Chile	393,348	9/28/1992
Farval	China	176,311	4/29/1993
Farval	Columbia	109,023	4/25/1990
Farval	Columbia	112,586	5/29/1990
Farval	Denmark	1990-02620	4/27/1990
Farval	Egypt	60,292	3/8/1992
Farval	Finland	108,071	7/20/1990
Farval	France	1,443,802	1/7/1988
Farval	Germany	1,035,940	11/30/1991
Farval	Great Britain	667,567	3/8/1987
Farval	Greece	89,977	8/1/1988
Farval	India	341,372	10/4/1989

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<u>Mark</u>	<u>Country</u>	<u>Reg No.</u> <u>(Appl. No.)</u>	<u>Reg. Date</u> <u>(Appl. Date)</u>
Farval	Italy	443,513	12/4/1991
Farval	South Korea	83,791	9/9/1992
Farval	Mexico	280,410	4/12/1992
Farval	Norway	138,840	10/5/1989
Farval	Peru	44,738	6/14/1992
Farval	South Africa	81/8794	11/18/1991
Farval	Spain	992,349	12/16/1991
Farval	Sweden	243,044	12/4/1992
Farval	Switzerland	363,867	6/21/1998
Farval	Taiwan	185,944	7/31/1992
Farval	Venezuela	113,046	8/19/1990
Farval	Canada	UCA029049	1/2/1948
Farval Dualine	Great Britain	920,038	1/22/1993
LubeSite	China	(3,475,563)	(3/5/2003)
LubeSite	Mexico	264,404	8/7/1991
LubeSite	USA	1,012,806	6/10/1975
LubeSite	USA	2,844,310	5/25/2004
LubeSite (design)	China	(3,475,562)	(3/5/2003)
SureFire	European Community	(4,770,046)	(7/12/2005)
The Saver (& design)	Canada	TMA416656	9/10/1993

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