# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRANE CO.		05/15/2006	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	PARKER INTANGIBLES LLC
Street Address:	6035 PARKLAND BLVD.
City:	CLEVELAND
State/Country:	ОНЮ
Postal Code:	44124
Entity Type:	LIMITED LIABILITY COMPANY:

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2909317	NUTLOK

## **CORRESPONDENCE DATA**

Fax Number: (216)896-4027

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

Phone: 216 896 2461

Email: ssieger@parker.com

Correspondent Name: CHRISTOPHER H. HUNTER, ESQ.

Address Line 1: 6035 PARKLAND BLVD.

Address Line 4: CLEVELAND, OHIO 44124

NAME OF SUBMITTER:	CHRISTOPHER H. HUNTER
Signature:	/CHRIS HUNTER/
Date:	11/08/2006

Total Attachments: 4

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> TRADEMARK REEL: 003424 FRAME: 0500

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective as of the 15th day of May, 2006 from CRANE CO., a Delaware corporation ("<u>Assignor</u>"), to Parker Intangibles LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, contemporaneously with the execution of this Assignment, Assignor and Assignee are entering into an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), whereby Assignor will sell to Assignee, and Assignee will purchase from Assignor, certain assets relating to the Business (as defined and described in the Purchase Agreement); and

WHEREAS, Assignor is the owner of the trademark, including any and all applications and/or registrations therefor, listed on <u>Exhibit A</u>, attached to and incorporated by this reference herein (the "<u>Mark</u>"), together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Mark to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover, for present and future infringement of the rights assigned or to be assigned under this Assignment.

Except as provided in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Mark.

All costs related to this Assignment shall be borne by Assignee. Each party agrees to perform all acts, including without limitation executing documents or certificates, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment; provided that Assignee shall bear all costs of any such acts and shall reimburse Assignor its costs incurred in taking any such acts. In addition, Assignee agrees to record promptly this Assignment (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office to change the name and address of record for the Mark or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Mark will be sent to Assignee; and Assignee further agrees to indemnify and hold harmless Assignor from and against, and to reimburse Assignor for, all costs and expenses it may incur in handling any matter or document sent to it as owner of record of the Mark after execution of this Assignment.

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Assignment as of the day and year first above written.

√ Vice President - Finance

Title:\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this

Title:

[Nutlok Trademark Assignment]

TRADEMARK
REEL: 003424 FRAME: 0502

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the day and year first above written.

ASSIGNOR:	ASSIGNEE:
CRANE CO.	PARKER INTANGIBLES LLC
Ву:	By: WWW.AUWA
Name:	Name: Thomas A. Piraino, Jr.
Title:	Title Vice President and Secretary

[Nutlok Trademark Assignment]

TRADEMARK REEL: 003424 FRAME: 0503

## EXHIBIT A TO TRADEMARK ASSIGNMENT

TRADEMARK: NUTLOK

**REGISTRATION:** 

COUNTRY	REG. NUMBER	REGISTRATION DATE
USA	2,909,317 (Supplemental)	12/7/2004

**RECORDED: 11/08/2006**