

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Techswan, Inc.		09/01/2006	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CURTISS-WRIGHT FLOW CONTROL CORPORATION		
<b>Street Address:</b>	2941 Fairview Park Drive		
<b>Internal Address:</b>	Suite 850		
<b>City:</b>	Falls Church		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22042		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2689995	INTELLISWAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216/579-1700		
<b>Email:</b>	tmdocket@pearnegordon.com		
<b>Correspondent Name:</b>	Michael W. Garvey		
<b>Address Line 1:</b>	1801 East 9th Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		
<b>ATTORNEY DOCKET NUMBER:</b>	TLH7.J1849		
<b>NAME OF SUBMITTER:</b>	Michael W. Garvey		
<b>Signature:</b>	/michaelwgarvey/		

CH \$40.00 2689995

Date:

12/20/2006

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into this 1<sup>st</sup> day of September, 2006 by and between TECHSWAN, INC., a Florida corporation ("Seller"), and CURTISS-WRIGHT FLOW CONTROL CORPORATION, a New York corporation ("Buyer").

### RECITALS

A. Pursuant to that certain Asset Purchase Agreement dated as of September 1, 2006 by and between Seller and Buyer (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Buyer has agreed to purchase, acquire and accept from Seller, and Seller has agreed to sell, transfer, assign, convey, set over and deliver to Buyer, all right, title and interest of Seller in and to substantially all of the assets used by Seller in the conduct of its business including, without limitation, the "Seller Intellectual Property" (as such term is defined in the Purchase Agreement).

B. The consummation of the transactions contemplated by the Purchase Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Buyer and Seller.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the Purchase Agreement, Seller does hereby sell, transfer, assign, convey, set over and deliver to Buyer all right, title and interest of Seller in and to the Seller Intellectual Property.

2. Waiver of Claims. Seller does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to the Seller Intellectual Property, and does hereby agree that no rights in or to any of the Seller Intellectual Property shall be retained by Seller.

3. Further Assurances. From and after the date hereof, Seller shall execute such further instruments of assignment as Buyer, or its successors or assigns, may reasonably request in order to evidence the assignment of the Seller Intellectual Property evidenced hereby.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

**SELLER:**  
TECHSWAN, INC.

By: Ralph L. Genesi  
Name: RALPH L. GENESI  
Title: PRESIDENT + CEO

**BUYER:**  
CURTISS-WRIGHT FLOW CONTROL  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

**SELLER:**  
TECHSWAN, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**  
CURTISS-WRIGHT FLOW CONTROL  
CORPORATION

By: David J. [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Schedule 3.14(e)

**Trademarks**

1. Trademark Report is attached as a separate file to this Schedule 3.14(e). This Report details outstanding fees due and overall status. Please see also, Schedule 3.19 (Accounts Payable).
2. Seller disclaims any security interest by PNC bank with regards to mark "SWAN"
3. Not all materials or products bear the TM mark.

**TechSwan, Inc.**

Trademark Report by Mark

Printed: 6/29/2006

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>All Actions Due (Original)</i>							
<b>INTELLISWAN</b>							
UNITED STATES	10116.4715 2/25/2009 2/25/2013	4/2/2001	76/234,162	2/25/2003	2,689,995	REGISTERE	
			AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL				
<b>SWAN</b>							
UNITED STATES	10116.4703 12/20/2014	10/15/1992	74/323,004	12/20/1994	1,868,840	REGISTERE	
			AFFIDAVIT W/RENEWAL				
<b>SWANet</b>							
UNITED STATES	10116.4718 9/10/2008 9/10/2012	9/28/2001	76/319,344	9/10/2002	2,617,973	REGISTERE	9
			AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL				
<b>SWANGUARD</b>							
UNITED STATES	10116.4719 8/20/2008 8/20/2012	9/28/2001	76/319,346	8/20/2002	2,609,655	REGISTERE	9
			AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL				
<b>SWANNET</b>							
UNITED STATES	10116.4729 4/15/2009 4/15/2013	7/3/2002	76/427,411	4/15/2003	2,706,952	REGISTERE	09
			AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL				
<b>SWANTECH</b>							
UNITED STATES	10116.4714 2/11/2009 2/11/2013	4/2/2001	76/234,163	2/11/2003	2,685,494	REGISTERE	
			AFFIDAVIT OF USE AFFIDAVIT W/RENEWAL				
<b>SWE</b>							
UNITED STATES	10116.4720	9/28/2001	76/319,341			ABANDONED	9

END OF REPORT

TOTAL ITEMS SELECTED = 7