

TRADEMARK ASSIGNMENT

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
Tuthill Corporation		06/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	D-R Steam LLC
Street Address:	Paul Clark Drive
City:	Olean
State/Country:	NEW YORK
Postal Code:	14760
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1642004	DOUBLE DUTY HEAT KILLER
Registration Number:	1036612	COPPUS
Registration Number:	1766545	HORNET
Registration Number:	1664036	
Registration Number:	1442556	
Registration Number:	1441614	
Registration Number:	1664037	
Registration Number:	1566751	PORTAVENT
Registration Number:	2005027	CADET
Registration Number:	0190554	VANO
Registration Number:	1426292	CHOOSE THE YELLOW AIR MOVER WITH THE BLUE RIBBON SYMBOL OF QUALITY
Registration Number:	1352670	CP-20
Registration Number:	0926154	DOUBLE DUTY

OP \$440.00 1642004

Registration Number:	0918926	VENTAIR
Registration Number:	0901776	JECTAIR
Registration Number:	2379846	COPPUS COLDFRONT
Registration Number:	2301722	COLDFRONT

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414-271-6560
Email: mkeipdocket@michaelbest.com
Correspondent Name: Billie Jean Smith
Address Line 1: 100 East Wisconsin Avenue
Address Line 2: Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	027298-9351 US00
NAME OF SUBMITTER:	Jaime L. Puls
Signature:	/jaime l. puls/
Date:	01/29/2007

Total Attachments: 7
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") dated as of September 8, 2005 is made by Tuthill Corporation, a Delaware corporation ("Assignor"), in favor of D-R Steam LLC, a Delaware limited liability company ("Assignee"). All capitalized terms not otherwise specifically defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of June 29, 2005 between Seller and TES Acquisition, Inc., a Delaware corporation that subsequently has been converted into Assignee (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor is obligated to execute and deliver to Assignee an assignment of the Seller Intellectual Property set forth on Schedule 3.14 of the Disclosure Schedules incorporated herein by this reference (the "Seller Intellectual Property").

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Seller Intellectual Property to Assignee, its successors, or permitted assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee all of the Seller Intellectual Property. Additionally, Assignor hereby conveys to Assignee all claims, demands, and causes of action and all associated rights and remedies which relate to any use, infringement, or misappropriation of any such Seller Intellectual Property, including, without limitation, rights to all past damages and profits by reason of infringement that has occurred prior to the effective date of this Assignment, and to sue for and collect the same by Assignee for the use and benefit of Assignee and its successors, permitted assigns, and legal representatives.
2. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact to act in Assignor's name, place, and stead to execute, deliver, and record any document or instrument of assignment in any country in which any registration, application, or process of any type or nature relating to any Seller Intellectual Property assigned hereunder is pending or issued, granting or confirming the rights granted herein. Such appointment is coupled with interest and shall be irrevocable.
3. Perfection. Assignor shall execute all documents and provide any assistance as reasonably requested by Assignee to perfect Assignee's title to the Seller Intellectual Property assigned pursuant to this Assignment.
4. Cooperation. Assignor shall provide any assistance reasonably requested by Assignee to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship assigned hereunder to Assignee. Assignor shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity).
5. Acceptance of Assignment. Assignee accepts the assignment of the Seller Intellectual Property.
6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors, and permitted assigns.

7. No Modification. This Assignment is made pursuant to the terms of the Purchase Agreement and does not create any additional obligations, covenants, representations, or warranties or alter or amend any of the obligations, covenants, representations, and warranties contained in the Purchase Agreement. The provisions of the Purchase Agreement shall survive the execution and delivery of this Assignment. In the event of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

8. Construction. The headings of the sections and subsections of this Assignment are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Assignment or of the intent of any section or subsection.

9. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York other than Section 5-1401 of the New York General Obligations Law.

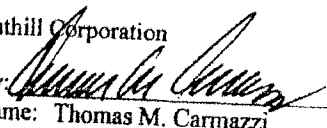
10. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property
as of the date first set forth above.

ASSIGNOR

Tuthill Corporation

By: 
Name: Thomas M. Carmazzi
Its: President

ASSIGNEE

D-R Steam LLC

By: _____
Name: Elizabeth C. Powers
Its: Vice President and Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first set forth above.

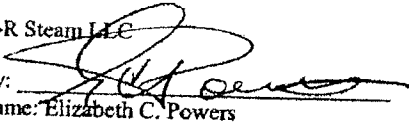
ASSIGNOR

Tuthill Corporation

By: _____
Name: Thomas M. Carmazzi
Its: President

ASSIGNEE

D-R Steam LLC

By: 
Name: Elizabeth C. Powers
Its: Vice President and Treasurer

Schedule 3.14

Intellectual Property

Patents:

1.	Canada	1317577	5/11/1993	Gas Flow Amplifier	Coppus Engineering	5/11/2010
2.	U.S.	5222525	6/29/1993	Plastic Diffuser	Tuthill Corporation	7/15/2012
3.	U.S.	5083011	1/21/1992	Air Heater w/Safety Control Circuit	Coppus Engineering	2/21/2009
4.	U.S.	D329895	9/29/1992	Duct Cannister	Coppus Engineering	9/29/2009
5.	U.S.	4765373	8/23/1988	Gas Flow Amplifier	Coppus Engineering	7/21/2007

Marks:

1.	Argentina	1749296		14	COPPUS	Coppus Engineering	08/20/2009
2.	Australia	A346342		11	COPPUS	Tuthill Corporation	05/20/2011
3.	Australia	A346341		7	COPPUS	Tuthill Corporation	05/20/2011
4.	Austria	96697	04/24/1981	7, 9, 11	COPPUS	Tuthill Corporation	04/30/2011
5.	Benelux	366401	05/19/1980	7	COPPUS	Tuthill Corporation	05/19/2010
6.	Canada	391729			JECTAIR	Coppus Engineering	12/13/2006
7.	Canada	225461			COPPUS	Coppus Engineering	01/20/2008
8.	Canada	24032	11/30/18		COPPUS Design	Tuthill Corporation	11/30/2013
9.	Canada	399615			MURRAY	Coppus Engineering	06/26/2007
10.	Canada	36468	05/05/1989		VANO	Tuthill Corporation	10/15/2019
11.	Columbia	338410			COPPUS	Coppus Engineering	09/30/2006
12.	France	1138361/1595522	06/04/1990	7, 11	COPPUS	Tuthill Corporation	06/05/2010
13.	Germany	1015965	03/25/1981	7, 9, 11	COPPUS	Tuthill Corporation	05/31/2010
14.	India	349487		1	COPPUS	Coppus Engineering	05/23/2007
15.	Indonesia	285560			COPPUS	Coppus Engineering	07/03/2003 (renewal filed)
16.	Italy	871044	07/02/2002	7, 11	COPPUS	Tuthill Corporation	06/18/2009

17.	Japan	2185651	10/31/1989	7, 11, 12	COPPUS	Coppus Engineering	10/31/2009
18.	Kuwait	24739	09/20/2002		COPPUS	Coppus Engineering	09/19/2012
19.	Kuwait	24738	09/20/2002		COPPUS	Coppus Engineering	09/19/2012
20.	Mexico	199448	09/20/2002		COPPUS	Tuthill Corporation	09/28/2011
21.	Saudi Arabia	106/48			COPPUS	Coppus Engineering	06/10/2010
22.	Singapore	5673/90		11	COPPUS	Tuthill Corporation	08/13/2007
23.	South Korea	240528	03/19/2003		COPPUS	Coppus Engineering	06/10/2012
24.	Taiwan	149968			COPPUS	Coppus Engineering	02/28/2011
25.	Taiwann	149913			COPPUS	Coppus Engineering	02/28/2011
26.	U.K.	1116697		11	COPPUS	Tuthill Corporation	06/29/2010
27.	U.K.	1116696		7	COPPUS	Tuthill Corporation	06/29/2010
28.	U.S.	1642004	4/23/1991	11	DOUBLE DUTY HEAT KILLER	Tuthill Corporation	04/23/2011
29.	U.S.	1036612	03/30/1976	7, 11	COPPUS	Tuthill Corporation	03/30/2006
30.	U.S.	1766545	04/20/1993	7	HORNET	Tuthill Corporation	04/20/2013
31.	U.S.	1664036	11/12/1991	11	DDHK (DESIGN CONFIG.)	Tuthill Corporation	11/12/2011
32.	U.S.	1442556	06/09/1987	7	YELLOW LABEL Design	Tuthill Corporation	06/09/2007
33.	U.S.	1441614	06/02/1987	7	YELLOW BLOWER Design	Tuthill Corporation	06/02/2007
34.	U.S.	1664037	11/12/1991	11	VANO (DESIGN CONFIG.)	Tuthill Corporation	11/12/2011
35.	U.S.	1566751	11/21/1989	7	PORTAVENT	Tuthill Corporation	11/21/2009
36.	U.S.	2005027	10/01/1996	11	CADET	Tuthill Corporation	10/01/2006
37.	U.S.	190554	10/14/24	11	VANO (Stylized)	Tuthill Corporation	10/14/2014
38.	U.S.	1426292	01/27/1987	7	CHOOSE THE YELLOW...	Tuthill Corporation	01/27/2007
39.	U.S.	1352670	08/06/1985	11	CP-20	Tuthill Corporation	08/06/2015
40.	U.S.	926154	12/28/1971	7	DOUBLE DUTY	Tuthill Corporation	12/28/2011
41.	U.S.	918926	08/24/1971	11	VENTAIR (Stylized)	Tuthill Corporation	08/24/2011
42.	U.S.	901776	11/03/1970	7	JECTAIR	Tuthill Corporation	11/03/2010
43.	U.S.	2255125	06/22/1999	11	CONVERT-A-BELL	Tuthill Corporation	06/22/2005
44.	U.S.	2379846	08/22/2000	8, 15	COPPUS COLDFRONT	Tuthill Corporation	08/22/2006
45.	U.S.	2301722	12/21/1999	11	COLDFRONT	Tuthill Corporation	12/21/2005
46.	Venezuela	106.694	02/15/1984		COPPUS	Tuthill Corporation	02/15/2009
47.	Venezuela	106.713	02/16/1984		COPPUS	Tuthill Corporation	02/16/2009
48.	Venezuela	106.693	02/15/1984		COPPUS	Tuthill Corporation	02/15/2009

Pending Trademark Applications:

1.	U.S.	78 432381	06/09/2004	7	BIOMASS IS POWER	Tuthill Corporation
2.	U.S.	78-024050	09/01/2000	7	CARLING	Tuthill Corporation
3.	EU.	4138715		7	BIOMASS IS POWER	Tuthill Corporation

Domain Name: coppus.com; registrant is Tuthill (Corp.); from server NS.tuthill.com

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