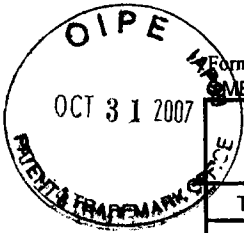


11-07-2007



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



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECO
TR

103459609

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.

- 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 Radiator Products, Inc.

Internal _____

Address: _____

Street Address: 1 Tranter Drive

City: Edgefield

State: South Carolina

Country: United States Zip: 29824-0570

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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) December 15, 2004

- 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)

0757773

Additional sheet(s) attached? Yes No

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

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

Name: Gary Serbin

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York

State: NY Zip: 10019-6099

Phone Number: (212) 728-8000

Fax Number: (212) 728-8111

Email Address: ipdept@willkie.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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: 23-2405
11705/2007 NJMMI 0000079 232405

Authorized User Name: Gary Serbin
40.00 DA

9. Signature:

Gary Serbin
Signature

October 31, 2007

Date

Gary Serbin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 003657 FRAME: 0456

10.31.07

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between Delaware Capital Formation, Inc., a Delaware corporation ("DCF"), and Tranter Radiator Products, Inc., a Delaware corporation ("TRP").

RECITALS

A. Buckingham TRP, Inc. ("Buyer") is on the date hereof acquiring all of the shares of TRP from its sole shareholder, Dover Diversified, Inc. ("DDI"), under the terms of that certain Stock Purchase Agreement, dated December 15, 2004 ("SPA").

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

C. It is a condition to closing under the SPA that DCF assign to Buyer or its designee certain of those patents, trademarks and trade secrets historically licensed by DCF to TRP, and DCF is willing to so assign such assets on the terms provided for herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Purchase Price.** The Purchase Price payable by Buyer to DCF for the IP Rights shall be \$100,000 ("IP Purchase Price"). The IP Purchase Price shall be payable immediately upon execution hereof by wire transfer to the following account: Account # 022563-000; Account Name: Delaware Capital Formation, Inc.; Bank Name: Wilmington Trust Company, Wilmington, DE; ABA#: 031100092 (Description: Proceeds from Sale of Intangibles).

2. **Assignment.** DCF hereby assigns and transfers to TRP all of DCF's rights, title and interest in and to the following intellectual property rights (collectively, "IP Rights"):

a. **Patents.** The patents identified on the attached Exhibit A, including any continuation, reissuance or extension thereof.

b. **Trademarks.** The trademarks identified on the attached Exhibit B, including any registrations thereof.

c. **Trade Secrets.** The trade secrets identified on the attached Exhibit C.

d. **Associated Rights.** All rights of enforcement and recovery for past infringement of any of the IP Rights.

TRP 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 TRP, 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 Buyer and DDI under the SPA (including Section 3.20 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 Chicago, Illinois in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward
Print Name: AMY WARD
Title: PRESIDENT

TRANter RADIATOR PRODUCTS, INC.

By: _____
Print Name: _____
Title: _____

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

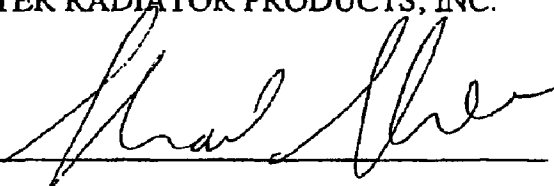
DELAWARE CAPITAL FORMATION, INC.

By: _____

Print Name: _____

Title: _____

TRANTER RADIATOR PRODUCTS, INC.

By:  _____

Print Name: Shail Sheth

Title: President

[IP Assignment Signature Page]

EXHIBIT A

Patents

None

EXHIBIT B

Trademarks

1. FLEXOPLATE (U.S. Trademark Registration No. 757773)
2. FLEXOPLATE (Canadian Registration No. 137438)
3. FLEXOPLATE (German Registration No. 864646)

EXHIBIT C

Trade Secrets

1. Heat Transfer Specifications of Tranter Radiator Products
2. Procedure for Efficient Valve Assembly Cell
3. Procedure for Zinc Phosphate Coating the Exterior of Radiator
4. Procedure to Test Small Radiator for Leaks
5. Procedure to Test Mid-size Radiator for Leaks
6. Procedure to Test Large Radiator for Leaks
7. Procedure for Epoxy Coating the Inside of a Radiator
8. Procedure for Painting a Multi-Plate Radiator Inside a Paint Booth Using a Powder Coat System

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