

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/25/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colfax Corporation		10/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nuttall Gear LLC
Street Address:	2221 Niagara Falls Blvd.
City:	Niagara Falls
State/Country:	NEW YORK
Postal Code:	14302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3025384	DELROYD
Registration Number:	3031120	NUTTALL
Registration Number:	3031121	NGC

CORRESPONDENCE DATA

Fax Number: (248)203-0763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248 203 0822
 Email: ipmail@dykema.com
 Correspondent Name: William F. Kolakowski III
 Address Line 1: 39577 Woodward Avenue
 Address Line 2: Suite 300
 Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	065523-0001
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NAME OF SUBMITTER:	William F. Kolakowski III
Signature:	/William F. Kolakowski III/
Date:	01/02/2009
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

NUN PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Colfax Corp. ("Assignor"), a Delaware corporation, was a party to an LLC Purchase Agreement ("Agreement") dated October 25, 2004 between Assignor, Warner Electric Holding Inc., a Delaware corporation, and CPT Acquisition Corp., a Delaware corporation, through which CPT Acquisition Corp. acquired ownership of Nuttall Gear LLC ("Assignee"), a Delaware limited liability company.

WHEREAS, certain trademark applications relating to the business of Assignee and set forth on the attached Exhibit A were filed in the name of Assignor prior to the Agreement and inadvertently remain in the name of Assignor following the Agreement;

NOW THEREFORE, for good and valuable consideration including that consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

Assignor, as of October 25, 2004, assigns, sells and sets over unto the Assignee, its successors, legal representatives and assigns, the entire right, title, and interest to, any and all rights and privileges associated with the trademarks set forth on the attached Exhibit A, including the registrations for the trademarks set forth on the attached Exhibit A, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof. Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

COLFAX CORP.

By: 

Its: Sr. Vice President

EXHIBIT A

Mark	U.S. Reg. No.	U.S. Reg. Date	U.S. App. No.	U.S. App. Date
DELROYD	3,025,384	12/13/2005	76/586,088	04/12/2004
NGC & Design	3,031,121	12/20/2005	76/586,087	04/12/2004
NUTTALL	3,031,120	12/20/2005	76/586,086	04/12/2004

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