

**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>
COLTEC INDUSTRIES INC (a/k/a Coltec Industries, Inc.)		03/01/2010	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FULCRUM ACQUISITION LLC		
<b>Street Address:</b>	34 Maple Avenue		
<b>Internal Address:</b>	PO Box 2028		
<b>City:</b>	Pine Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07058		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3463898	BUY A QUINCY ... BUY IT FOR LIFE	
Registration Number:	3165320	DEFENDER	
Registration Number:	1656150	DEMAND-A-MATIC	
Registration Number:	3656575	WHAT'S YOUR EQ? QUINCY EFFICIENCY QUOTIENT	
Registration Number:	3176698	ORTMAN CYLINDERS	
Registration Number:	2155361	POWER\$YNC	
Registration Number:	2885079	PRO\$YNC	
Registration Number:	3162571	Q	
Registration Number:	3158771	QGB	
Registration Number:	3258369	QGV	
Registration Number:	1676566	QQ	
Registration Number:	1821009	QR-25	
Registration Number:	1654763	QRD	

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Registration Number:	2290260	Q-SERV
Registration Number:	1654762	QSI
Registration Number:	2482010	QSPC
Registration Number:	1821011	QT
Serial Number:	77576076	QT XTREME
Registration Number:	1821010	QTS
Registration Number:	1824058	QUIN-CIP
Registration Number:	1657165	QUINCY
Registration Number:	1656010	QUINCY AIR MASTER
Registration Number:	0578458	QUINCY COMPRESSOR
Registration Number:	3656576	QUINCY EFFICIENCY QUOTIENT
Registration Number:	1955520	QUINSYN
Registration Number:	1874995	QUINSYN-F
Registration Number:	2469640	QUINSYN-XP
Registration Number:	3145420	ROYAL BLUE WARRANTY
Registration Number:	3487562	SUPERIAIR
Registration Number:	2555179	TRUE BLUE RELIABILITY
Registration Number:	3469223	UNDENIABLY THE WORLD'S FINEST AIR COMPRESSOR
Registration Number:	2626208	WEB\$YNC

**CORRESPONDENCE DATA**

Fax Number: (973)491-3490  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 973-491-3326  
Email: brian.petrequin@leclairryan.com  
Correspondent Name: Brian L. Petrequin, Esq.  
Address Line 1: 1037 Raymond Blvd., 16th Floor  
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	37865.0031
NAME OF SUBMITTER:	Brian L. Petrequin
Signature:	/Brian L. Petrequin/
Date:	03/02/2010

Total Attachments: 6  
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## ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS** (this "Assignment"), dated as of March 1, 2010, is between **COLTEC INDUSTRIES INC**, a Pennsylvania corporation, ("Assignor") and **FULCRUM ACQUISITION LLC**, a Delaware limited liability company ("Assignee"), and is delivered in connection with the transactions contemplated by that certain Purchase Agreement by and among the Assignor, EnPro Industries, Inc., Atlas Copco (China) Investment Company Ltd. and the Assignee dated as of December 18, 2009 (as amended, the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

## BACKGROUND STATEMENT

Assignor is the owner of the trademark registrations and applications identified in the Purchase Agreement and set forth on **Appendix A** attached hereto (the "Marks"). Assignor desires to assign, and Assignee is purchasing, all rights that Assignor has in and to the Marks, together with the goodwill of the business represented by the Marks, pursuant to the Purchase Agreement, for the consideration and on the terms set forth herein.

## STATEMENT OF AGREEMENT

For good and valuable consideration more specifically described in the Purchase Agreement and in exchange for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Marks in the United States and throughout the world, together with any common law rights relating to the Marks and the goodwill of the business symbolized by and associated the Marks, along with (a) all income, royalties and payments now or hereafter due or payable in respect thereto, and (b) the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future claims of infringement or dilution of, or damage or injury to, the Marks or such goodwill symbolized by and associated therewith.
2. No Modification. This Assignment is executed and delivered pursuant to, and is subject to the terms of, the Purchase Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Purchase Agreement, including the representations and warranties relating to the Marks.

[Signatures continued on following page]



**ACCEPTANCE**

Assignee hereby declares that it has accepted the foregoing assignment as of the date first written above.

**FULCRUM ACQUISITION LLC**

By: *Mark Cohen*  
Name: Mark Cohen  
Title: President

**STATE OF NEW JERSEY** )  
 )  
**COUNTY OF MORRIS** )


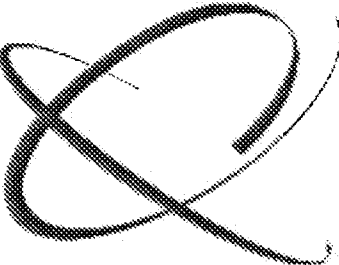
This 23<sup>rd</sup> day of February, 2010 before me personally came the above-named MARK COHEN, to me personally known as the individual who executed the foregoing assignment on behalf of Fulcrum Acquisition LLC who has acknowledged to me that he, as President of Fulcrum Acquisition LLC, being authorized to do so, signed and sealed the same on behalf of Fulcrum Acquisition LLC, for the purposes therein set forth.

(SEAL)

*Gail E. Davis*  
Notary Public

GAIL E. DAVIS  
NOTARY PUBLIC - New Jersey  
No. 2292452  
Commission Expires 11/15/2012

## APPENDIX A

Country	Trademark	Registration (Application) Number	Registration (Filing) Date	Status
United States	<b>BUY A QUINCY . . . BUY IT FOR LIFE</b>	3,463,898	7/8/2008	Registered
United States	<b>DEFENDER</b>	3165320	10/31/2006	Registered
United States	<b>DEMAND-A- MATIC</b>	1,656,150	9/10/1991	Renewed
United States		3,656,575	7/21/2009	Registered
United States	<b>ORTMAN CYLINDERS</b>	3176698	11/28/2006	Registered
United States	<b>POWERSYNC</b>	2155361	5/5/1998	Renewed
United States	<b>PRO\$YNC</b>	2,885,079	9/14/2004	Registered
United States		3162571	10/24/2006	Registered
United States	<b>QGB</b>	3158771	10/17/2006	Registered
United States	<b>QGV</b>	3,258,369	7/3/2007	Registered
United States	<b>QQ</b>	1,676,566	2/25/1992	Renewed
United States	<b>QR-25</b>	1,821,009	2/15/1994	Renewed
United States	<b>QRD</b>	1654763	8/27/1991	Renewed
United States	<b>Q-SERV</b>	2,290,260	11/2/1999	Renewed
United States	<b>QSI</b>	1,654,762	8/27/2001	Renewed
United States	<b>QSPC</b>	2,482,010	8/28/2001	Registered
United States	<b>QT</b>	1821011	2/15/1994	Renewed
United States	<b>QT XTREME</b>	(77/576,076)	(9/22/2008)	Pending
United States	<b>QTS</b>	1821010	2/15/1994	Renewed
United States	<b>QUIN-CIP</b>	1824058	3/1/1994	Renewed
Canada	<b>QUINCY</b>	TMA274,456	12/13/1982	Renewed
India	<b>QUINCY</b>	01551734	04/20/2007	Pending
Korea (South)	<b>QUINCY</b>	241,093	6/18/1992	Renewed
Madrid (designating China)	<b>QUINCY</b>	1002956	5/12/2009	Pending
Madrid (designating Ina)	<b>QUINCY COMPRESSOR</b>	1003902	5/5/2009	Abandoned
United States	<b>QUINCY</b>	1,657,165	9/17/1991	Renewed
United States	<b>QUINCY AIR MASTER</b>	1,656,010	9/10/1991	Renewed

Country	Trademark	Registration (Application) Number	Registration (Filing) Date	Status
United States	QUINCY COMPRESSOR	578,458	8/11/1953	Renewed
United States	QUINCY EFFICIENCY QUOTIENT	3,656,576	7/21/2009	Registered
United States	QUINSYN	1,955,520	2/13/1996	Renewed
United States	QUINSYN-F	1,874,995	1/24/1995	Renewed
United States	QUINSYN-XP	2,469,640	7/17/2001	Registered
United States	ROYAL BLUE WARRANTY	3,145,420	9/19/2006	Registered
United States	SUPERIAIR	3,487,562	8/19/2008	Registered
United States	TRUE BLUE RELIABILITY	2,555,179	4/2/2002	Registered
United States	UNDENIABLY THE WORLD'S FINEST AIR COMPRESSOR	3,469,223	7/15/2008	Registered
United States	WEB\$YNC	2,626,208	9/24/2002	Registered
China	QUINCY	3866564	12/14/06	Registered
China		3866563	12/14/06	Registered
China	昆西 Chinese words of "Kun Xi", similar pronunciation of Quincy	3866561	7 Feb 2006	Registered
China	True Blue Reliability	3866565	14 Sept 2006	Registered
China	昆泰克 Chinese words of "Kun Tai Ke", similar pronunciation of Q-tech and the Chinese business name of Q-tech	3866560	7 Feb 2006-	Registered
China		3866566		Pending



Country	Trademark	Registration (Application) Number	Registration (Filing) Date	Status
China	<b>Q-Tech</b>	3866562		Pending