

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Argo-Tech Corporation Costa Mesa		03/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JC CARTER
Street Address:	671 West 17th Street
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92627
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3102992	CARTER

CORRESPONDENCE DATA

Fax Number: (786)431-2231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7864312230
 Email: klipscomb@lbfirm.com
 Correspondent Name: Michael Keith Lipscomb
 Address Line 1: 2. S. Biscayne Blvd.
 Address Line 2: Penthouse 3800
 Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	M. Keith Lipscomb
Signature:	/M. Keith Lipscomb/
Date:	08/18/2010

Total Attachments: 34

900169690

**TRADEMARK
 REEL: 004263 FRAME: 0001**

OP \$40.00 3102992

source=33646#page1.tif
source=33646#page2.tif
source=33646#page3.tif
source=33646#page4.tif
source=33646#page5.tif
source=33646#page6.tif
source=33646#page7.tif
source=33646#page8.tif
source=33646#page9.tif
source=33646#page10.tif
source=33646#page11.tif
source=33646#page12.tif
source=33646#page13.tif
source=33646#page14.tif
source=33646#page15.tif
source=33646#page16.tif
source=33646#page17.tif
source=33646#page18.tif
source=33646#page19.tif
source=33646#page20.tif
source=33646#page21.tif
source=33646#page22.tif
source=33646#page23.tif
source=33646#page24.tif
source=33646#page25.tif
source=33646#page26.tif
source=33646#page27.tif
source=33646#page28.tif
source=33646#page29.tif
source=33646#page30.tif
source=33646#page31.tif
source=33646#page32.tif
source=33646#page33.tif
source=33646#page34.tif

Registering the name

INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AND ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 16th day of March, 2007, by and among V.G.A.T. Investors, LLC, a limited liability company organized under the laws of Delaware ("Seller"), Carter Cryogenics Company, LLC, a limited liability company organized under the laws of Delaware ("Cryo LLC"), J.C. Carter Japan K.K., a limited liability company organized under the laws of Japan ("JKK") (collectively, the "Seller Entities") and Eaton Corporation, an Ohio corporation ("Buyer") and the entities set forth on Schedule A attached hereto (collectively, the "Argo-Tech Entities") (which entities shall, after the Closing Date, be Affiliates of Buyer). Capitalized terms used but not defined herein shall have the meaning given to them in the Purchase Agreement (as such term is defined below in the Recitals).

RECITALS

WHEREAS, Seller is selling to Buyer's designee, pursuant to the Purchase Agreement dated as of December 24, 2006 (as amended, the "Purchase Agreement"), all of the issued and outstanding shares of common stock in AT Holdings Corporation, a Delaware corporation ("Holdings") (such sale, the "Proposed Transaction").

WHEREAS, in connection with the Proposed Transaction, pursuant to the Contribution and Exchange Agreement dated as of an even date herewith (the "Contribution and Exchange Agreement") by and between Argo-Tech Corporation (Costa Mesa), a California corporation and subsidiary of Holdings ("ATC Costa Mesa"), and Cryo LLC, certain assets, including the Intellectual Property set forth on Schedule B (such Intellectual Property, collectively, the "Contributed IP Assets"), are being contributed, assigned, transferred, conveyed and delivered by ATC Costa Mesa to Cryo LLC;

WHEREAS, also in connection with the Proposed Transaction, pursuant to the Redemption Agreement dated as of an even date herewith by and between Seller and Holdings, among other things, all of the outstanding capital stock or equity interests, as applicable, of each of Cryo LLC and JKK, are being distributed to Seller;

WHEREAS, Buyer desires a fully-paid up, royalty-free, worldwide, irrevocable and perpetual non-exclusive license to make, have made, use, sell or offer to sell the Contributed IP Assets solely in connection with the business of Buyer and the Argo-Tech Entities (other than the Retained Cryogenics Business) as of the date of the Purchase Agreement (and such other goods and services and businesses complementary and/or ancillary thereto that are mutually agreed upon in writing by the parties (which agreement shall not be unreasonably withheld, conditioned or delayed by Seller or its Affiliates)) (the "Acquired Business"), and the Seller Entities agree to grant such a license, on the terms and conditions set forth herein; and

WHEREAS, Seller, for itself and its Affiliates, desires (i) a worldwide, royalty-free, fully paid-up, non-exclusive, irrevocable and perpetual license to use the "Carter" name and Mark and the "J.C. Carter" name and Mark (collectively, the "Carter Marks") solely in connection with the cryogenics business of ATC Costa Mesa being contributed to Cryo LLC and the business of JKK, in each case, as conducted as of the date of this Agreement (and such other goods and services and businesses complementary and/or ancillary thereto that are mutually agreed upon in writing by the parties (which agreement shall not be unreasonably withheld, conditioned or delayed by Buyer or its Affiliates)) (the "Retained Cryogenics Business"), and (ii) a worldwide, royalty-free, fully paid-up, non-exclusive, limited license to use the "Argo-Tech" name and Marks (collectively, the "Argo-Tech Marks"), on a transitional basis, including in connection with exhausting the Argo-Tech Mark Materials (as defined in Section 1(b)) existing as of the Closing Date, and Buyer and the Argo-Tech Entities agree to grant such licenses, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. License Grants.

a. Contributed IP Assets. Subject to the terms and conditions of this Agreement, each of the Seller Entities hereby grants to Buyer and its Affiliates (including each of the Argo-Tech Entities), a worldwide, royalty-free, fully paid-up, non-exclusive, irrevocable and perpetual (subject to the Seller Entities' termination rights pursuant to Section 7) right and license to make, have made, use, sell or offer to sell the Contributed IP Assets (which shall include the right to grant sublicenses, subject, however, to the terms and conditions set forth below in this Section 1(a)) for use solely in connection with the Acquired Business; *provided* that (x) such license shall be effective only upon the occurrence of the Closing Date and (y) such license does not cover any use that is directly competitive with the Retained Cryogenics Business. Buyer and the Argo-Tech Entities shall have the right to grant sublicenses to the Contributed IP Assets to other Persons, *provided* that (i) such Person shall be subject to, and shall be contractually bound to comply with, all of the applicable terms and conditions of this Agreement (including the confidentiality obligations set forth in Section 6), (ii) Buyer and its Affiliates shall remain primarily liable and responsible for any acts or omissions of such Person and for such Person's compliance with all of the applicable terms and conditions of this Agreement, (iii) to the Argo-Tech Entities' actual knowledge at the time of entering into such sublicense, such Person does not conduct, and does not plan to conduct at the time of such sublicense, any business that is directly competitive with the Retained Cryogenics Business, and such sublicense does not cover any use that is directly competitive with the Retained Cryogenics Business, (iv) the Contributed IP Assets licensed to such Person are licensed together with other Intellectual Property (not constituting Contributed IP Assets) necessary for the purpose of such sublicense that is owned by Buyer and/or any Buyer Affiliate and such other Intellectual Property is a

material part of the licensed rights, and (v) all sublicenses granted pursuant to this Section 1(a) shall automatically terminate upon termination of this Agreement. Buyer shall provide to Seller, a copy of any sublicense for use of Contributed IP Assets granted by Buyer or its Affiliates promptly after execution of such sublicense agreement. Neither Buyer, nor any of its Affiliates shall have any right to enforce or file any patent applications or apply for registration of any Contributed IP Assets. Any patentable improvements made to the Contributed IP Assets by Buyer, its Affiliates or their respective sublicensees shall be owned by Buyer or its applicable Affiliate and may be patented by the Buyer or such Affiliate if desired. If Seller or its Affiliates request a license to any such patentable improvements, Buyer and the Argo-Tech Entities shall, and shall cause their Affiliates to, and if applicable shall cause their respective sublicensees to, negotiate in good faith with Seller and/or any of its Affiliates commercially reasonable terms and conditions of such a license to Seller and its Affiliates to such patentable improvements and to any related patents.

b. Carter Marks. Subject to the terms and conditions of this Agreement, Buyer and each of the Argo-Tech Entities hereby grants to Seller and its Affiliates (including each of the Seller Entities) a worldwide, royalty-free, fully paid-up, non-exclusive, irrevocable and perpetual (subject to Buyer's termination rights pursuant to Section 7) right and license (which shall include the right to grant sublicenses, subject, however, to the terms and conditions set forth below in this Section 1(b)) to the Carter Marks for use in connection with the Retained Cryogenics Business, *provided* that (x) such license shall be effective only upon the occurrence of the Closing Date and (y) such license does not cover any use that is directly competitive with the Acquired Business. Seller and Seller Entities acknowledge and agree that, subject to the right and license granted to Seller and its Affiliates hereunder, the Carter Marks are the sole, exclusive and valid property of Buyer and that all use by Seller or any of its Affiliates or any of their respective sublicensees of any Carter Mark, and all goodwill associated therewith, shall inure solely to the benefit of Buyer and/or the applicable Argo-Tech Entity that owns such Carter Mark. For the avoidance of doubt, and without limiting any rights or licenses granted to Seller or any of its Affiliates hereunder, Buyer and the Argo-Tech Entities each hereby acknowledge and agree that Seller and its Affiliates shall have the right to use any Carter Mark as part of the company name of Seller and/or of any of its Affiliates and as, and/or as part of a formative of, any new Mark, and/or as part of any domain name, subject to Buyer's review as set forth in Section 2; *provided* that Buyer and the Argo-Tech Entities on behalf of themselves and their other Affiliates, hereby acknowledge and agree that no review shall be required for the use of the Carter Mark in the names of the Seller Entities as those names exist as of the date hereof or as such names may be modified at any time hereafter to reflect any change in corporate form of any of the Seller Entities. Seller and its Affiliates shall have the right to grant sublicenses to the Carter Marks to other Persons, *provided* that (i) such Person shall be subject to, and shall be contractually bound in writing to comply with all the applicable terms and conditions of this Agreement (including the quality control provisions set forth in Section 2), (ii) Seller and its Affiliates shall remain primarily liable and responsible for any acts or omissions of such Person and for such Person's compliance the applicable terms and conditions of this Agreement, (iii) to Seller Entities' actual knowledge at the time of

entering into such sublicense, such Person does not conduct, and does not plan to conduct, at the time of such sublicense, any business that is directly competitive with the Acquired Business, and such sublicense does not cover any use that is directly competitive with the Acquired Business, and (iv) all sublicenses granted pursuant to this Section 1(b) shall automatically terminate upon termination of this Agreement. Seller shall provide to Buyer a copy of any sublicense for use of Carter Mark granted by Seller or its Affiliates promptly after execution of such sublicense agreement. Except as provided in Sections 3 and 4, neither Seller, Seller Entities nor any of their Affiliates shall have any right to enforce or file any trademark applications or apply for registration of any Carter Mark. During the term of this Agreement or thereafter, except as permitted pursuant to this Section 1(b) or Sections 3 or 4 or as otherwise approved in writing by Buyer, Seller and its Affiliates shall not use or register any trademarks, trade names or domain names that are identical or confusingly similar to any Carter Mark to the extent that any such use or registration would conflict or likely cause confusion with Buyer's or any of its Affiliates' rights in such trademarks, trade names or domain names.

c. Argo-Tech Marks. Subject to the terms and conditions of this Agreement, Buyer and each of its Affiliates hereby grants to Seller and its Affiliates (including each of the Seller Entities) a worldwide, royalty-free, fully paid-up, non-exclusive, limited right and license (without the right to sublicense) to the Argo-Tech Marks for use during the period commencing on the date hereof and ending upon (i) the depletion of all existing inventory that is in the possession or control of Seller or any of its Affiliates as of the Closing Date, and (ii) one hundred eighty (180) days thereafter solely in connection with the process of promptly winding down its use of the Argo-Tech Marks and/or transitioning to other Marks (including as may be necessary to exhaust all stationery, signage, marketing materials, printed forms and other documents and materials and office and shipping supplies that include or otherwise bear any Argo-Tech Mark that is in the possession or control of Seller or any of its Affiliates as of the Closing Date (collectively, the "Argo-Tech Mark Materials") (such period continuing until the later of such dates, the "Argo-Tech License Term"); *provided* that such license shall be effective only upon the occurrence of the Closing Date. Seller and Seller Entities acknowledge and agree that, subject to the limited right and license granted to Seller and its Affiliates hereunder, the Argo-Tech Marks are the sole, exclusive and valid property of Buyer and that all use by Seller or any of its Affiliates of any Argo-Tech Mark, and all goodwill associated therewith, shall inure solely to the benefit of Buyer and/or the applicable Argo-Tech Entity that owns such Argo-Tech Mark. Neither Seller nor any of the Seller Entities or any of Seller's other Affiliates shall have any right to enforce or file any trademark applications or apply for registration of any Argo-Tech Mark. During the term of this Agreement or thereafter, except as permitted pursuant to this Section 1(c) or as otherwise approved in writing by Buyer, Seller and its Affiliates shall not use or register any trademarks, trade names or domain names that are identical or confusingly similar to any Argo-Tech Mark.

d. Excluded IP Assets. Subject to the terms and conditions of this Agreement, Buyer and each of the Argo-Tech Entities hereby grants to Seller and its

Affiliates (including each of the Seller Entities) a worldwide, royalty-free, fully paid-up, non-exclusive, irrevocable and perpetual right and license (which shall include the right to grant sublicenses, subject, however, to the terms and conditions set forth below in this Section 1(d)) to the Excluded IP Assets (as defined in Schedule B) for use in connection with the Retained Cryogenics Business, *provided* that (x) such license shall be effective only upon the occurrence of the Closing Date and (y) such license does not cover any use that is directly competitive with the Acquired Business. Seller and its Affiliates shall have the right to grant sublicenses to the Excluded IP Assets to other Persons, *provided* that (i) such Person shall be subject to, and shall be contractually bound in writing to comply with all the applicable terms and conditions of this Agreement, (ii) Seller and its Affiliates shall remain primarily liable and responsible for any acts or omissions of such Person and for such Person's compliance the applicable terms and conditions of this Agreement, and (iii) to Seller Entities' actual knowledge at the time of entering into such sublicense, such Person does not conduct, and does not plan to conduct, at the time of such sublicense, any business that is directly competitive with the Acquired Business, and such sublicense does not cover any use that is directly competitive with the Acquired Business. Seller shall provide to Buyer a copy of any sublicense for use of any Excluded IP Assets granted by Seller or its Affiliates promptly after execution of such sublicense agreement. Except as provided in Sections 3 and 4, neither Seller, Seller Entities nor any of their Affiliates shall have any right to enforce or file any trademark applications or apply for registration of any trademark included in the Excluded IP Assets. During the term of this Agreement or thereafter, except as permitted pursuant to this Section 1(d) or Sections 3 or 4 or as otherwise approved in writing by Buyer, Seller and its Affiliates shall not use or register any trademarks, trade names or domain names that are identical or confusingly similar to any trademark included in the Excluded IP Assets to the extent that any such use or registration would conflict or likely cause confusion with Buyer's or any of its Affiliates' rights in such trademarks, trade names or domain names. The parties hereby acknowledge and agree that the rights and licenses granted to Seller and its Affiliates under this Section 1(d) are non-terminable and shall survive any termination of this Agreement.

2. Quality Control; Right to Inspect; Trademark Notices. Seller shall, and shall cause its Affiliates and their respective sublicensees to, maintain high standards of quality in using the Carter Marks. Seller and its Affiliates shall maintain high standards of quality in using the Argo-Tech Marks. Such high standards of quality shall be at least as high a level of quality as those used by Holdings and its Subsidiaries prior to the date of the Purchase Agreement. If reasonably requested by Buyer or any Argo-Tech Entity from time to time, Seller shall, and shall cause its Affiliates and their respective sublicensees to, provide representative specimens of their use of the Carter Marks to Buyer (or to any Argo-Tech Entity designated by Buyer) for Buyer's approval for purposes of quality control, and as may be necessary for purposes of registering and maintaining applications and/or registrations of the Carter Marks. Without limiting the foregoing, with respect to the Carter Marks, Seller (or its Affiliate or its or their respective sublicensee) shall provide at least fifteen (15) days' prior written notice to Buyer of any proposed new use by Seller, its Affiliates or its or their respective sublicensees of the Carter Marks, consisting of the use of a new formative of a Carter Mark with new or existing goods or services, for Buyer's review for purposes of quality control and/or as may be necessary

for purposes of registering and maintaining applications and/or registrations. While the parties acknowledge that Buyer's consent is not required for any such new use, if within fifteen (15) days of Buyer's confirmed receipt of notice of any proposed new use by Seller, its Affiliates or its or their respective sublicensees of the Carter Marks, Buyer provides written notification to Seller that Buyer has any reasonable concerns that such new use would harm the goodwill associated with the Carter Marks and/or Buyer's ability to enforce the applicable Carter Mark that is the subject of such new use, upon Seller's receipt of Buyer's written notification of such concerns, the parties shall discuss and cooperate in good faith to determine how to resolve Buyer's reasonable concerns with respect to such proposed new use of the Carter Marks. With respect to the Argo-Tech Marks, because the Argo-Tech Marks are being used on a transitional basis for a limited time only, Seller shall immediately advise Buyer of any proposed new use of the Argo-Tech Marks (other than the uses that have been made prior to or as of the date of this Agreement) for Buyer's prior written approval for purposes of quality control and as may be necessary for purposes of registering and maintaining applications and/or registrations. Without limiting the foregoing, if reasonably requested by Buyer from time to time during the Argo-Tech License Term, Seller shall, and shall cause its Affiliates and their respective sublicensees to, provide representative specimens of any such new uses of the Argo-Tech Marks to Buyer (or to any Argo-Tech Entity designated by Buyer) for Buyer's (or the applicable Argo-Tech Entity's) approval for purposes of quality control and as may be necessary for purposes of registering and maintaining applications and/or registrations. Buyer shall not unreasonably withhold, condition or delay its consent to any use of the Carter Marks and/or the Argo-Tech Marks, as applicable, and Buyer shall be deemed to have approved such proposed use of the Carter Marks and/or the Argo-Tech Marks, as applicable, if Buyer or any Argo-Tech Entity designated by Buyer, does not provide written notification to Seller of its objection (which notification shall set forth a reasonable basis for the objection which shall be based on quality control concerns and/or enforceability of Buyer's rights in the Carter Marks or Argo-Tech Marks) within ten (10) Business Days after confirmed receipt by Buyer of such materials. All such provision of specimens and inspections pursuant to this Section 2 are solely for Buyer's or any Argo-Tech Entity's, as applicable, review for purposes of quality control and as may be necessary for purposes of registering and maintaining applications and/or registrations, and shall only be required to the extent necessary to protect the goodwill associated with the Carter Marks and Argo-Tech Marks, and shall be subject to the following conditions: (i) Seller and/or any of its Affiliates may redact any information that is not relevant to the use of the Mark or that is not necessary to show commercial use or otherwise not necessary to be disclosed for purposes of Buyer's or any Argo-Tech Entity's, as applicable, exercise of quality control or registration or maintenance of applications and/or registrations as set forth herein, and (ii) any materials or information (including any information included in any materials that relates in any way to the businesses of Seller or any of its Affiliates) provided to Buyer or any of its Affiliates or obtained through any inspection (in whatever form or medium) shall be deemed to be Cryogenics Confidential Information. Seller and its Affiliates and their respective sublicensees shall apply trademark notices or such other markings in connection with use of the Carter Marks (and Seller and its Affiliates will do likewise with the Argo-Tech Marks) as Buyer may reasonably specify and/or applicable Laws require. The parties shall cooperate in good faith, at Seller's expense, in registering this Agreement in appropriate recordal depositories in those foreign countries requiring such recordals where Seller, its Affiliates or sublicensee are using the Carter Marks in accordance with applicable Laws. Seller and its Affiliates will do likewise for any foreign use of

the Argo-Tech Marks, upon the reasonable request of Buyer and at Seller's expense, to the extent required under the applicable law of any foreign jurisdiction in which the Argo-Tech Marks are actually being used by Seller or its Affiliates. During the term of this Agreement, during reasonable business hours and upon Buyer's reasonable advance written notice to Seller (and, with respect to Buyer's representatives, at Buyer's own cost and expense), and absent any breach by any Seller Entity hereunder, no more than once annually, Buyer shall have the right, subject to commercially standard obligations of confidentiality, to enter the facilities controlled by Seller or its Affiliates where any products using the Carter Marks are manufactured, packaged or otherwise prepared or held for sale solely for the purpose of ensuring compliance with the quality control and trademark usage provisions set forth in this Agreement. Buyer shall conduct such audit in a manner that does not unreasonably interfere with the operations of Seller's and its Affiliates' business.

3. Enforcement of Licensed Marks. If any party hereto becomes aware of any actual or suspected infringement or other unauthorized use or dilution or other violation by any third party of any rights of any party with respect to the Carter Marks hereunder or, prior to the expiration of the Argo-Tech License Term, the Argo-Tech Marks, such party shall notify the other party in writing. With respect to any infringement or other unauthorized use or dilution or other violation by any third party of any rights of any party with respect to the Argo-Tech Marks hereunder, as between the parties, Buyer and the Argo-Tech Entities shall have the sole right and/or responsibility, at its or their sole cost and expense, to institute any suit or take any other action, and any amounts recovered from a third party pursuant thereto (after Buyer and/or the Argo-Tech Entities, as applicable, are reimbursed for its or their cost and expense, including attorney's fees, if any, incurred in connection with instituting such suit or taking such action and after Seller and/or its Affiliates, as applicable, are reimbursed for its or their cost and expense, including attorney's fees, if any, incurred in connection with assisting and cooperating with Buyer and the Argo-Tech Entities in connection with any such suit or action, as provided below in this Section 3) shall be retained by Buyer and/or the Argo-Tech Entities. With respect to any infringement or other unauthorized use or dilution or other violation by any third party of any rights with respect to the Carter Marks hereunder, as between the parties, Buyer and the Argo-Tech Entities shall have the first right, at its or their sole cost and expense, to institute any suit or take any other action, and any amounts recovered from a third party pursuant thereto shall be allocated such that Buyer and/or the Argo-Tech Entities, as applicable, shall receive twenty percent (20%) and Seller and/or its Affiliates, as applicable, shall receive eighty percent (80%) of amounts remaining after Buyer and/or the Argo-Tech Entities, as applicable, are reimbursed for its or their cost and expense, including attorney's fees, if any, incurred in connection with instituting such suit or taking such action and after Seller and/or its Affiliates, as applicable, are reimbursed for its or their cost and expense, including attorney's fees, incurred in connection with assisting and cooperating with Buyer and the Argo-Tech Entities in connection with any such suit or action, as provided below in this Section 3; *provided, however*, that if Buyer or any Argo-Tech Entity does not institute or engage in such enforcement actions within a reasonable period of time (and in any event, within forty-five (45) Business Days) after receiving notice thereof in accordance with this Section 3, Seller and/or its Affiliates, at its or their sole cost and expense, may institute any suit or take whatever other actions are deemed necessary or desirable in its or their discretion to maintain, enforce and protect the Carter Marks and its or their respective rights in the Carter Marks, and any and all amounts recovered from a third party

pursuant thereto (after Seller and/or its Affiliates, as applicable, are reimbursed for its or their cost and expense, including attorney's fees, if any, incurred in connection with instituting such suit or taking such action and Buyer and/or any Argo-Tech Entity, as applicable, is reimbursed for its or their cost and expense, including attorney's fees, incurred in connection with assisting and cooperating with Seller and/or its Affiliates in connection with any such suit or action, as provided below in this Section 3) shall be retained by Seller and/or its Affiliate(s). Seller and its Affiliates shall, at Buyer's and/or the Argo-Tech Entities', as applicable, cost and expense, including attorney's fees, assist and cooperate with Buyer and the Argo-Tech Entities in connection with any such suit or action initiated by Buyer or any of the Argo-Tech Entities, as may be reasonably requested by Buyer or any of the Argo-Tech Entities (including by joining as a party to any suit, executing any affidavits and other documents requested, supplying evidence, or appearing as a witness, in each case at Buyer's and/or the Argo-Tech Entities', as applicable, cost and expense, including attorney's fees). Buyer and the applicable Argo-Tech Entities shall, at Seller's and/or its Affiliates', as applicable, cost and expense, including attorney's fees, assist and cooperate with Seller and its Affiliates in connection with any such suit or action, as may be reasonably requested by Seller or any of the Seller Entities or its other Affiliates (including by joining as a party to any suit, executing any affidavits and other documents requested, supplying evidence, or appearing as a witness, in each case at Seller's and/or its Affiliates', as applicable, cost and expense, including attorney's fees). Neither party nor its Affiliates shall settle or enter into any voluntary consent judgment or other compromise of any suit or action in respect of any of the Carter Marks without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed). If requested by the other party, the party initiating any suit or action shall keep the other party updated and reasonably and promptly informed with respect to such suit or action.

4. Registration, Prosecution and Renewal. Seller and its Affiliates shall have the right, at its or their cost and expense, in any country or territory, to (i) file in the name of Buyer or its Affiliate applications for registration of any Carter Mark and to prosecute any such applications and to maintain and renew any registrations arising therefrom, and (ii) register in the name of Buyer or its Affiliate any domain name that consists of or includes any Carter Mark; *provided* that Seller or its Affiliates shall provide at least fifteen (15) days' prior written notice to Buyer of any proposed filing or registration by Seller or its Affiliates of the Carter Marks, and *provided further* that, while the parties acknowledge that Buyer's consent is not required for any such filing or registration, if within fifteen (15) days of Buyer's confirmed receipt of notice of any proposed filing or registration by Seller or its Affiliates of the Carter Marks, Buyer provides written notification to Seller that Buyer has any reasonable concerns that such filing or registration would harm the goodwill associated with the Carter Marks and/or Buyer's ability to enforce the applicable Carter Mark that is the subject of such filing or registration upon Seller's receipt of Buyer's written notification of such concerns, the parties shall discuss and cooperate in good faith to determine how to resolve Buyer's reasonable concerns with respect to such proposed filing or registration of the Carter Marks. Buyer and the applicable Argo-Tech Entities shall, at Seller's and/or its Affiliates', as applicable, cost and expense, including attorney's fees, assist and cooperate with Seller and its Affiliates in connection with any of the foregoing, as may be reasonably requested by Seller or any of the Seller Entities or its other Affiliates (including by taking any actions and executing any affidavits and other documents requested). Any

cancellation or opposition action filed against any third party registration shall be handled as set forth in Section 3.

5. Assignment. To further effect the Reorganization, and without limiting the license granted to the Contributed IP Assets pursuant to Section 1(a), Buyer and each Argo-Tech Entity hereby assign, transfer and convey to Cryo LLC all right, title and interest in and to the Contributed IP Assets, together with all goodwill associated with the Contributed IP Assets and symbolized by the Marks included in the Contributed IP Assets (and including, for the avoidance of doubt, all right, title and interest in and to all registrations of any Marks or copyrights, all domain name registrations and all patent applications and issued patents identified in the Contributed IP Assets including all rights to sue and collect damages for any past, present and future infringements, misappropriations, dilutions or any other violation of any rights relating to any of the Contributed IP Assets, and all income and royalties arising from or relating to any of the foregoing) and all copies and tangible embodiments of any of the foregoing (in whatever form or medium). Buyer and the Argo-Tech Entities shall, as may be requested by Seller or any of its Affiliates from time to time, whether prior to or after the Closing Date (at Seller's or its Affiliate's cost), execute and deliver an instrument of assignment substantially in the form of Exhibit A hereto and such other instruments of conveyance and transfer and take such other reasonable and customary actions as Seller and/or its Affiliates may reasonably request in order to more effectively consummate the transactions contemplated hereby, including as may be necessary to evidence or record this assignment.

6. Confidentiality. Buyer and each Argo-Tech Entity shall, and shall cause its respective Affiliates to, treat as confidential and proprietary information any and all trade secrets and other proprietary information included in the Contributed IP Assets licensed to the Argo-Tech Entities hereunder and any information or materials provided to, or obtained by Buyer or any of its Affiliates, pursuant to or in connection with this Agreement (including any information or materials provided to, or obtained by Buyer or any of its Affiliates, pursuant to Section 2 of this Agreement), in whatever form or medium, that (a) if disclosed in written or other tangible form, is disclosed with appropriate markings indicating its confidential status, or (b) if disclosed in unwritten or other non-tangible form, is of a type that a reasonable person would deem such information or materials to be confidential or the circumstances or nature of the information or materials reasonably put Buyer or such Argo-Tech Entity on notice that such information or materials should be treated as confidential (collectively, "Cryogenics Confidential Information"). Buyer and each Argo-Tech Entity shall, and shall cause its respective Affiliates to, (a) use Cryogenics Confidential Information solely in connection with the exercise of its rights under this Agreement and not for any other purpose, and (b) disclose Cryogenics Confidential Information only as necessary to its officers, employees, consultants, agents, contractors and similar third parties, who reasonably require familiarity with such information in connection with this Agreement or the exercise of Buyer's or its Affiliates' rights hereunder and who are bound by legally enforceable obligations of confidentiality which are substantially the same as, or more stringent than, those set out herein. Buyer and each Argo-Tech Entity shall, and shall cause its Affiliates to, take such precautions as may be necessary to maintain and protect the confidentiality of Cryogenics Confidential Information (including from any unauthorized access or use and from any disclosure or misappropriation) as it takes for its own

proprietary and other confidential information of a similar character (but in no event shall Buyer or its Affiliates use less than a reasonable degree of care). The foregoing confidentiality and other obligations shall be perpetual and shall survive any termination of this Agreement for as long as the Cryogenics Confidential Information does not fall within the exceptions to confidentiality listed below. The non-disclosure obligations in this Section 6 shall not apply to Cryogenics Confidential Information to the extent it is required to be disclosed under applicable Laws, *provided, however*, that Buyer shall provide the Seller and the applicable Seller Entity with advance notice and shall, to the extent practical, and at no cost to the Buyer or the Argo-Tech Entities, cooperate with the Seller and the Seller Entities in seeking confidential treatment of such information. Notwithstanding anything contained herein, Cryogenics Confidential Information shall not include information (i) that is, or becomes, publicly known through no wrongful act or omission, direct or indirect, of Buyer or its Affiliates including the Argo-Tech Entities or any of their officers, directors, employees, consultants, agents or other Person who has received such information from Buyer or its Affiliates including the Argo-Tech Entities, (ii) that Buyer or its Affiliates including the Argo-Tech Entities independently develop without any knowledge of, reference to, or use of any Cryogenics Confidential Information, or (iii) that Buyer or any of its Affiliates including the Argo-Tech Entities receive on a non-confidential basis after the Closing Date from an unaffiliated third party that is entitled to disclose the same to Buyer or its Affiliates including the Argo-Tech Entities without obligations of confidentiality. Upon termination of this Agreement, Buyer shall, and shall cause its Affiliates, including the Argo-Tech Entities, to, promptly return to Seller or the Seller Entities or other Affiliate of Seller, as applicable, or destroy (if and as requested by Seller or its Affiliates) any or all Cryogenics Confidential Information, including all copies, excerpts or summaries thereof, in whatever form or medium, now known or hereafter existing or developed. Thereafter, Buyer and the Argo-Tech Entities shall not, and shall cause each of their Affiliates not to, make any use, either directly or indirectly, of any such Cryogenics Confidential Information. For the avoidance of doubt, any information falling within the above exceptions is freely available for use.

7. Termination.

a. Except as provided in Section 7(b) with respect to the right and license granted hereunder to the Carter Marks, and in Section 7(c) with respect to the right and license granted hereunder to the Contributed IP Assets and in Section 7(d) with respect to the right and license granted hereunder to the Excluded IP Assets, if either party or its Affiliates materially breaches any provision of this Agreement, and (i) such breach is incapable of cure, or (ii) with respect to any such breaches capable of cure, within thirty (30) days after written notice of the breach by the non-breaching party, such Person does not cure such breach or commence to cure such breach and thereafter diligently proceed to completely cure such breach as promptly as possible, such non-breaching party may terminate this Agreement in whole (or, if applicable as set forth in Section 7(c), in part) upon written notice to the breaching party.

b. Buyer and each Argo-Tech Entity hereby acknowledges and agrees that the right and license granted to Seller and its Affiliates hereunder to use the Carter Marks, including as part of the company name of Seller or of any of its Affiliates, is integral to the Retained Cryogenics Business and, therefore, notwithstanding anything contained in this Agreement, Buyer and each Argo-Tech Entity does not have the right to terminate such right and license granted hereunder to Seller and its Affiliates with respect to the Carter Marks *except* in the event that Seller or any of its Affiliates is in breach or non-compliance with any of its material duties or obligations under Section 1 or Section 2 and such breach or non-compliance is not cured within sixty (60) days after written notice thereof by Buyer, or, if such breach or non-compliance is such that it cannot be cured within said sixty (60) day period but is capable of being cured within a reasonable period of time thereafter, if Seller or its Affiliate, as applicable, has not begun to cure such breach or non-compliance within such sixty (60) day period and thereafter proceeded diligently to completely cure the breach or non-compliance as promptly as possible; *provided* that (i) in the event that there is a good faith dispute as to whether there is any breach or non-compliance with a material duty or obligation under Section 1 or Section 2, then the alleged breach or non-compliant party's right to use the Carter Marks that is the subject of the alleged breach or non-compliance shall not be terminated and such party shall continue to have the right to use such Carter Mark that is the subject of the alleged breach or non-compliance pending a final resolution of such dispute; and (ii) that any termination by Buyer or any Argo-Tech Entity of the right and license to the Carter Marks pursuant to this Section 7(b) shall apply only to the right and license granted to the breaching or non-compliant Seller party and shall not in any way affect any other rights or licenses to the Carter Marks granted to any other Seller parties hereunder. For the avoidance of doubt, in no event shall any partial termination pursuant to Section 7(a) terminate or otherwise impact the rights and licenses granted to Seller and its Affiliates with respect to the Carter Marks which shall be governed solely by this Section 7(b).

c. Notwithstanding anything contained in this Agreement, in the event that Seller or any of its Affiliates is in material breach of or material non-compliance with any of its obligations under this Agreement (other than any breach of or non-compliance with Section 6 by Seller or any of its Affiliates, which shall be subject to the termination and other provisions set forth in Section 7(a)), and such breach or non-compliance is not cured within sixty (60) days after written notice thereof by Seller, or, if such breach or non-compliance is such that it cannot be cured within said sixty (60) day period but is capable of being cured within a reasonable period of time thereafter, if Buyer or its Affiliate, as applicable, has not begun to cure such breach or non-compliance within such sixty (60) day period and thereafter proceeded diligently to completely cure the breach or non-compliance as promptly as possible; *provided* that (i) in the event that there is a good faith dispute as to whether there is any material breach or material non-compliance with a material duty or obligation hereunder (other than Section 6), then the alleged breach or non-compliant party's right to use the Contributed IP Assets that are the subject of the alleged breach or non-compliance shall not be terminated and such party shall continue to have the right to use such Contributed IP Assets that are the subject of the alleged breach or non-compliance pending a final resolution of such dispute; and (ii) that any termination by Seller or any Seller Entity of the right and license to the Contributed IP

Assets pursuant to this Section 7(c) shall apply only to the right and license granted to the breaching or non-compliant Buyer party and shall not in any way affect any other rights or licenses to the Contributed IP Assets granted to any other Buyer parties hereunder.

d. Notwithstanding anything contained in this Agreement, (i) neither Buyer nor any Argo-Tech Entity has any right to terminate any right or license granted hereunder to Seller and its Affiliates with respect to the Excluded IP Assets; and (ii) in the event of any material breach by Seller or any of its Affiliates of any provision of this Agreement which is governed by Section 7(a), this Agreement shall terminate only in part with respect to the Argo-Tech Marks and all of Sellers' and its Affiliates' other rights and licenses and all other terms and conditions set forth in this Agreement shall remain in full force and effect (and in no event shall Seller's or its Affiliates' rights and license to the Carter Marks be terminated or otherwise impacted by any such partial termination).

e. Except as set forth in Sections 7(b) and 7(c), all licenses and any sublicenses granted by either party pursuant to this Agreement shall immediately terminate upon termination of this Agreement. Upon the earlier of the expiration of the Argo-Tech License Term and the termination of this Agreement, in case of Argo-Tech Marks, and upon termination of the license of the Carter Marks pursuant to Section 7(b), Seller, its Affiliates and, with respect to the Carter Marks only, sublicensees shall immediately cease and desist all use of the applicable licensed Marks, destroy all materials bearing the Argo-Tech Marks and Carter Marks, as the case may be, or alter such materials so they no longer bear the Argo-Tech Marks and Carter Marks, as the case may be. Seller's and Seller Entities' acknowledgement regarding ownership and validity of the Carter Marks and the Argo-Tech Marks as set forth in Sections 1(a), 1(b) and 1(d) and Sections 5, 6, and 8 through 23 shall survive termination and/or expiration of this Agreement.

8. Disclaimer of Warranty; Indemnification; Limitation of Liability.

a. THE ARGO-TECH MARKS AND CARTER MARKS ARE LICENSED TO AND OTHERWISE PROVIDED BY BUYER AND THE ARGO-TECH ENTITIES "AS-IS" AND BUYER AND THE ARGO-TECH ENTITIES MAKE NO WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE CONTRIBUTED IP ASSETS ARE LICENSED TO BUYER AND ITS AFFILIATES AND OTHERWISE PROVIDED BY SELLER AND THE SELLER ENTITIES "AS-IS" AND SELLER AND THE SELLER ENTITIES MAKE NO WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

b. To the maximum extent permitted by applicable Law, in accordance with the procedures set forth in Section 9.4 of the Purchase Agreement and subject to the limitations set forth in Sections 8.2 and 9.3 of the Purchase Agreement, (i) Seller, at its expense, shall indemnify, defend and hold harmless Buyer, Argo-Tech Entities, each of their Affiliates and sublicensees and each of their respective employees, directors and officers (collectively, the "Buyer Group") from and against any and all Damages actually incurred by any member of the Buyer Group based upon or arising out of (A) any breach by Seller or any of its Affiliates of any covenant or obligation of Seller and its Affiliates under this Agreement or (B) any actual or alleged infringement or misappropriation of or other conflict with any Intellectual Property owned by any other Person based on Seller's, its Affiliates' and/or their sublicensees' use of the Carter Marks or Seller's and/or its Affiliates' use of the Argo-Tech Marks; and (ii) Buyer, at its expense, shall indemnify, defend and hold harmless Seller, its Affiliates and each of their respective employees, directors and officers (collectively, the "Seller Group") from and against any and all Damages actually incurred by any member of the Seller Group based upon or arising out of (x) any breach by Buyer or any of its Affiliates of any covenant or obligation of Buyer and its Affiliates under this Agreement or (y) any actual or alleged infringement or misappropriation of or other conflict with any Intellectual Property owned by any other Person based on Buyer's or its Affiliates' use of the Contributed IP Assets. Any party providing indemnification pursuant to this Section 8 shall be deemed an "Indemnifying Party" and any member of Buyer Group or Seller Group seeking indemnification pursuant to this Section 8 shall be deemed an "Indemnified Party" for purposes of the indemnification procedures set forth in Section 9.4 of the Purchase Agreement and the limitations set forth in Sections 8.2 and 9.3 of the Purchase Agreement.

c. Notwithstanding anything contained herein to the contrary, no member of the Seller Group and no member of Buyer Group will be entitled to any recovery under this Agreement for its own special, exemplary, punitive, consequential, incidental or indirect damages or lost profits (including any Damages on account of lost opportunities); *provided, however*, that nothing herein shall prevent any member of the Seller Group or Buyer Group from being indemnified pursuant to Section 8(b) for all components of awards against them in claims by third parties for which indemnification is provided pursuant to Section 8(b).

9. Consent to Amendments. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against any party hereto unless such modification, amendment or waiver is approved in writing by a duly authorized officer or representative of each of the parties hereto; *provided* that any modification, amendment or waiver approved in writing by a duly authorized officer or representative (x) of Seller shall be effective against each of the Seller Entities without need for separate approval by any of the Seller Entities and (y) of Buyer shall be effective against each of the Argo-Tech Entities without need for separate approval by any of the Argo-Tech Entities.

10. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may only be waived in writing by the party to whom such compliance is owed. Any such waiver by any party shall not be considered as a waiver of any subsequent failure to comply with any such obligation, agreement or condition or any other hereunder. Any forbearance or delay on the part of either party in notifying the other party of such party's failure to comply with any of its obligations, agreements or conditions hereunder shall not be construed as a waiver of the non-breaching party's right to enforce such obligations, agreements or conditions for such failure to comply or any other failure to comply.

11. Relationship of Parties. Each party is an independent contractor engaged in the operation of its own respective business, and nothing in this Agreement shall be construed to create a partnership, agency, joint venture, pooling, franchise or employer-employee relationship between the parties or between any party and the other party's employees. Neither party has the power or authority to act for, represent, or bind the other party (or any of the other party's affiliates) in any manner.

12. Rights and Remedies Cumulative. Except as otherwise expressly set forth herein, any enumeration of a party's rights and remedies set forth in this Agreement is not intended to be exhaustive. A party's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of a party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

13. Successors and Assigns. Except as otherwise expressly provided herein, all agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the other party hereto; *except* that Seller or any of its Affiliates may assign any of its rights, interests or obligations hereunder to any Person (i) that constitutes its legal successor whether by merger or consolidation with one or more Persons or otherwise, (ii) to whom it has made any sale, assignment, lease, transfer or other disposition of all or substantially all of its assets, or (iii) that is an Affiliate; except with respect to subsections (i) and (ii) and (iii), to a Person that, at the time of such merger, consolidation, sale, assignment or other disposition, as applicable, competes directly with the Acquired Business as such business was conducted as of the date of the Purchase Agreement (but, for the avoidance of doubt, excluding the Retained Cryogenics Business).

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed,

construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

16. Delivery by Facsimile. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed, delivered and indicated as being duly received by means of a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a section of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation and shall therefore, be deemed to be followed by "without limitation".

18. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

19. Survival of License in Bankruptcy. The licenses granted pursuant to Sections 1(a) and 1(d) hereunder are, and shall otherwise be deemed to be, for purposes of Paragraph 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Paragraph 101(35A) of the U.S. Bankruptcy Code. The parties hereto agree that any party being granted such license, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, or similar laws of other jurisdictions.

20. MUTUAL WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH

PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when (a) delivered personally to the recipient, (b) sent to the recipient by reputable express courier service (charges prepaid), (c) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, or (d) telecopied to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied before 5:00 p.m. New York, New York time on a business day, and otherwise on the next business day. Such notices, demands and other communications shall be sent to the Seller (if to be given or delivered to Seller or any of the Seller Entities) and the Buyer (if to be given or delivered to Buyer or any of the Argo-Tech Entities) at the address indicated below (or at such other address as shall be given in writing by one party to the others):

If to the Buyer or any of the Argo-Tech Entities:

Eaton Corporation
1111 Superior Avenue
Cleveland, OH 44114
Attention: Office of the Secretary
Facsimile: (216) 479-7103

With a copy to:

Baker & Hostetler LLP
3200 National City Center
1900 East Ninth Street
Cleveland, OH 44114
Attention: John M. Gherlein Esq.
Facsimile: (216) 696-0740

If to the Seller or any of the Seller Entities:

V.G.A.T. Investors, LLC

c/o Vestar Capital Partners
245 Park Avenue
New York, NY 10167
Attention: Brian O'Connor and General Counsel
Facsimile: (212) 808-4922

and

c/o Greenbriar Equity Group LLC
555 Theodore Fremd Avenue
Suite A-201
Rye, NY 10580
Attention: Reginald Jones and General Counsel
Facsimile: (914) 925-9699

with a copy to:

Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, NY 10022
Attention: Michael Movsoovich
Facsimile: (212) 446-6460

If to Cryo LLC:

Carter Cryogenics Company LLC

c/o Vestar Capital Partners
245 Park Avenue
New York, NY 10167
Attention: Brian O'Connor and General Counsel

with a copy to:

Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, NY 10022
Attention: Michael Movsoovich
Facsimile: (212) 446-6460

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.


22. Entire Agreement. This Agreement, those documents expressly referred to herein and other documents dated as of the date of the Closing embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way.

23. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto, have executed this Intellectual Property License Agreement as of the date first above written.

V.G.A.T. INVESTORS, LLC

By: 
Name: *Brian O'Connor*
Title: *Vice President*

**CARTER CRYOGENICS COMPANY
LLC**

By: _____
Name:
Title:

J.C. CARTER JAPAN K.K.

By: _____
Name:
Title:

EATON CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property License Agreement as of the date first above written.

V.G.A.T. INVESTORS, LLC

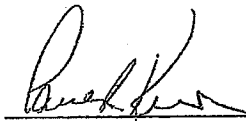
By: _____

Name:

Title:

CARTER CRYOGENICS COMPANY

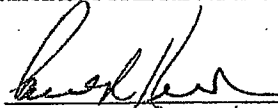
LLC

By: 

Name: Paul R. Keen

Title: Secretary

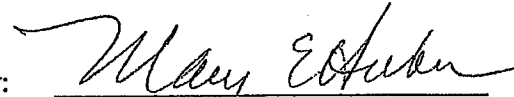
J.C. CARTER JAPAN K.K.

By: 

Name: Paul R. Keen

Title: Secretary

EATON CORPORATION

By: 

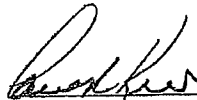
Name: M. E. Hiler

Title: Authorized Representative

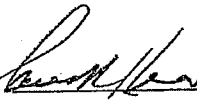
TRADEMARK

REEL: 004263 FRAME: 0022


ARGO-TECH CORPORATION

By: 
Name: Paul R. Keen
Title: Secretary


**ARGO-TECH CORPORATION COSTA
MESA**

By: 
Name: Paul R. Keen
Title: Secretary

ARGO-TECH CORPORATION (OEM)

By: 
Name: Paul R. Keen
Title: Secretary

**ARGO-TECH CORPORATION
(AFTERMARKET)**

By: 
Name: Paul R. Keen
Title: Secretary

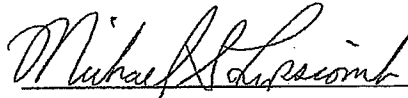
DURODYNE, INC.

By: 

Name: Paul R. Keen

Title: Secretary

CARTER GROUND FUELING, LTD.

By: 

Name: Michael S. Lipscomb

Title: Director

TRADEMARK

REEL: 004263 FRAME: 0024

EATON CORPORATION

By: Curtis W. Ostrand

Name: Curtis W. Ostrand

Title: Authorized Representative

AT HOLDINGS CORPORATION

By: _____

Name:

Title:

TRADEMARK

REEL: 004263 FRAME: 0025

EATON CORPORATION

By: _____

Name:

Title:

AT HOLDINGS CORPORATION

By: 

Name: Paul R. Keen

Title: Secretary

SCHEDULE A

ARGO-TECH ENTITIES

AT HOLDINGS CORPORATION

ARGO-TECH CORPORATION

ARGO-TECH CORPORATION COSTA MESA

ARGO-TECH CORPORATION (OEM)

ARGO-TECH CORPORATION (AFTERMARKET)

DURODYNE, INC.

CARTER GROUND FUELING, LTD.

SCHEDULE B

CONTRIBUTED IP ASSETS

All (A) (1) issued patents and pending patent applications listed below, and (2) all software listed below, and (3) the domain names <www.cartercryogenics.com> and <jccartercryogenics.com> (and any other top level domain extensions) (collectively, the "Contributed Domain Names") (collectively, all of the Intellectual Property covered by the foregoing subsection (1) through (3), the "Scheduled Contributed IP"), and (B) all Intellectual Property (other than the Scheduled Contributed IP which is covered by the foregoing subsection (A)), and tangible embodiments thereof, in whatever form or medium, that primarily relates to and/or is primarily used in the Business, including without limitation, (x) all drawings stored in the common database maintained by Argo-Tech Corporation, (y) all source code, data, databases and related documentation that relates to any of the software listed below, and (z) any reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reexaminations, additions, substitutions, supplementary protection certificates and any counterparts or patents claiming priority from, any of the patents listed below.

Notwithstanding anything to contrary, the Contributed IP Assets do not include any issued patents or pending patent applications other than those listed below; any software other than the software listed below; any domain names other than the Contributed Domain Names; and any trademark or service mark registrations or applications for registration of any trademarks or service marks, whether or not any of the foregoing relates to, or is used in, the Business (collectively, the "Excluded IP Assets").

Patents and patent applications:

Title	Filing Data	Name of Record Owners
U.S. Patent For: CRYOGENIC FLUID COUPLINGS	Ser. No. 64,823 filed 19MY1993 Pat. No. 5,429,155; Issued 04JL1995	Argo-Tech Corporation Costa Mesa
U.S. Patent Application For: RECEPTACLE SEAL REPLACEMENT	Ser. No. 10/349,553; Filed 23JA2003 Pat. No. 6,886,548 Issued 03MY2005	Argo-Tech Corporation Costa Mesa
U.S. Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 10/581,875 Filed 05JE2006	Argo-Tech Corporation
Canadian Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 2,548,268 Filed 06DE2004	Argo-Tech Corporation
Chinese Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 200480041221.8 Filed 06DE2004	Argo-Tech Corporation
European Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 04813128.8 Filed 06DE2004	Argo-Tech Corporation
Japanese Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 2006-542850 Filed 06DE2004	Argo-Tech Corporation
Korean Patent Application For: IMPROVED INDUCER FOR LINE PUMP	Ser. No. 10-2006- 7013490	Argo-Tech Corporation

Filed 06DE2004

Mexican Patent Application
For: IMPROVED INDUCER FOR LINE PUMP

Ser. No.
PA/a/2006/006437
Filed 06DE2004

Argo-Tech Corporation

Software:

See attached.

Cryogenics Software

This list is comprised of software currently used by Cryogenics that will be formally transferred to the new Cryogenics business entity. Note: This listing does not include the following software categories; freeware, utility software included on PCs, demos, drivers and other miscellaneous items which will not require transfer.

Server Based

SolidEdge, Version 19.2

Desktop (Copies)

Windows XP (49)

Windows 2000 Professional (1)

Windows 98 (2)

Adobe Acrobat 5.0 (1)

Adobe Acrobat 6.0 (2)

Adobe Acrobat 7.0 (1)

Cardscan (1)

MasterCam Draft (1)

Microsoft Office XP (39)

Microsoft Office 2007 (5)

Microsoft Visio Professional 2003 (2)

Microsoft Visio Professional 2007 (1)

Microsoft Visio Standard 2000 (1)

Microsoft Project Version 8 (1)

Microsoft Project Version 9 (7)

Microsoft Project Version 11 (1)

SnagIt (1)

SolidEdge (Managed by Flex Lm) See Server List

Zip995 (32)

TRADEMARK

REEL: 004263 FRAME: 0030

FORM OF PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this ___ day of _____, 2007 ("Effective Date") by and between [Argo-Tech Corporation, a Delaware corporation // Argo-Tech Corporation (Costa Mesa), a California corporation] ("Assignor") and Carter Cryogenics Company, LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement (as such term is defined below in the Recitals).

WHEREAS, Assignor owns all right, title and interest in, to and under the United States patents set forth on Schedule A attached hereto, the United States patent applications set forth on Schedule B attached hereto, the foreign patents set forth on Schedule C attached hereto, and the foreign patent applications set forth on Schedule D attached hereto (collectively, the "Patents");

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Exchange Agreement dated as of an even date herewith (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor has agreed to contribute, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to accept from Assignor, all right, title and interest in, to and under the Patents,

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby contributes, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in, to, and under the Patents, for the United States and for all applicable foreign countries, including without limitation any additions, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, registrations, patent term extensions, supplementary protection certificates and counterparts and renewals of such Patents and together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all rights to sue and recover damages for any past, present or future infringements or other unauthorized use of any of the Patents, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents, in each case, at Assignee's sole expense.

At Assignee's sole expense, Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information relating to the Patents or Contributed Assets as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation or prosecution of any patent application or any additions, divisions, continuations, continuations-in-

part, substitutions, reissues, reexaminations, extensions, registrations, patent term extensions, supplementary protection certificates and counterparts and renewals covering the Patents; (2) in obtaining any additional patent protection for the Patents that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (3) in the implementation of this Assignment.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

[WITNESS:

By: _____
Name: _____
Title: _____
Nationality: _____
Profession: _____
Date: _____
Place: _____]

ASSIGNOR:

[ARGO-TECH CORPORATION // ARGO-TECH CORPORATION (COSTA MESA)]
By: _____
Name: _____
Title: _____

[WITNESS:

By: _____
Name: _____
Title: _____
Nationality: _____
Profession: _____
Date: _____
Place: _____]

ASSIGNOR:

CARTER CRYOGENICS COMPANY LLC
By: _____
Name: _____
Title: _____

SCHEDULE A

UNITED STATES PATENTS

SCHEDULE B

UNITED STATES PATENT APPLICATIONS

SCHEDULE C

FOREIGN PATENTS

SCHEDULE D

FOREIGN PATENT APPLICATIONS

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 2007, there appeared before me,
_____, personally known to me, who acknowledged that he/she signed
the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
[Argo-Tech Corporation // Argo-Tech Corporation (Costa Mesa)].

Notary Public

C
C
C
C
C
C
C
C
C
C
C
C

Part II