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TO THE HON. COMMISSIONER OF PATENTS & TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPIES THEREOF.

<p>1. NAME AND ADDRESS OF CONVEYING PARTY</p> <p>JOHN CRANE INC. 6400 West Oakton Street Morton Grove, Illinois 60053</p> <p>(Delaware Corporation)</p> <p>Additional names of conveying parties attached? No.</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY</p> <p>EG&amp;G, INC. 45 William Street Wellesley, Massachusetts 02481</p> <p>(Massachusetts Corporation)</p> <p>Additional names of receiving parties attached? No.</p>
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<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p>Execution Date: <u>April 1, 1998</u></p>	<p>If assignee is not domiciled in the United States, a designation of domestic representative is attached.</p>
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<p>4. APPLICATION OR REGISTRATION NUMBER(S)</p> <p>A. Trademark Application Nos.</p> <p>Additional numbers attached? No.</p>	<p>B. Trademark Registration Nos.</p> <p>1,855,524</p> <p>Additional numbers attached? No.</p>
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<p>5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:</p> <p>I. STEPHEN SAMUELS SAMUELS, GAUTHIER &amp; STEVENS LLP 225 FRANKLIN STREET, SUITE 3300 BOSTON, MA 02110</p>	<p>6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: <u>1</u></p> <p>7. TOTAL FEE DUE: \$ <u>40.00</u> (Check enclosed)</p> <p>If any additional fee(s) are due, the Commissioner is hereby authorized to charge the Deposit Account identified in item 8.</p> <p>8. DEPOSIT ACCOUNT NUMBER: <u>19-0079</u></p>
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DO NOT USE THIS SPACE

9. STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

I. Stephen Samuels                      I. Stephen Samuels  
 Name of Person Signing                      Signature

April 3, 2000                      10. Total pages: 4  
 Signature Date

TRADEMARK ASSIGNMENT

WHEREAS, John Crane Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business located at 6400 West Oakton Street, Morton Grove, Illinois 60053 (hereinafter "ASSIGNOR"), has adopted, used and are using a certain mark which is the subject of U.S. Trademark Registration No. 1,855,524 for "BELFAB" in Class 7 of the Trademark Register, said mark and registration referred to herein as the "Trademark Rights": and

WHEREAS, EG&G, Inc., a corporation organized and existing under and by virtue of the laws of the State of ~~Delaware~~ <sup>Massachusetts</sup>, having its principal place of business at 45 William Street, Wellesley, Massachusetts 02181 (hereinafter "EG&G or "ASSIGNEE") desires to acquire certain of JOHN CRANE's business assets, including the Trademark Rights, the mark used by JOHN CRANE to identify its products and services and the goodwill of the business related thereto, and to obtain all right, title and interest in, to and under said Trademark Rights.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, ASSIGNEE and ASSIGNOR covenant and agree as follows:

1. ASSIGNOR represents and warrants that it owns the entire right, title and interest in and to the Trademark Rights.
2. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in, to and under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights.

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3. And, for the same consideration, ASSIGNOR hereby transfers, assigns and over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the mark and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants that, by this Assignment, ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

7. The effective date of this Trademark Assignment is the date of delivery thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of April, 1998.

JOHN CRANE INC.

By: Ralph K. Kessler  
Ralph K. Kessler  
SECRETARY

STATE OF NEW YORK )  
)  
) SS:  
)  
COUNTRY OF NEW YORK )

Before me, a Notary Public in and for the County and State aforesaid, appeared Ralph K. Kessler, to me personally known to be the officer of the corporation, or having a power of attorney, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

David Liebov  
Notary Public

DAVID LIEBOV  
Notary Public, State of New York  
No. 24-0114512080  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires Jan. 31, 1999

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