

Tab settings



To the Honorable Commissioner of Patents and Trademarks

Send no documents or copy thereof.

101575317

MIB
12-15-00

1. Name of conveying party(ies):
Flint & Walling Industries, Inc.
 95 North Oak Street
 Kendallville, Indiana

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
 Name: Zoeller New Corp., Inc.
 Internal Address: _____
 Street Address: 3649 Cane Run Road
 City: Louisville State: KY ZIP: 40211

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Indiana
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 2, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/627,376 75/834,480 75/834,479
78/013,068 78/013,074

B. Trademark registration No.(s) 630,840 856,335 831,764 870,421
1,778,684 1,686,246 1,925,064 1,998,628
1,971,914 2,206,195 2,206,229 2,203,317
2,361,709

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Scott R. Cox
 Internal Address: _____
LYNCH, COX, GILMAN & MAHAN, P.S.C.
 Street Address: 400 West Market
Suite 2200
 City: Louisville State: KY ZIP: 40202

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41): \$ 515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.
Scott R. Cox
 Name of Person Signing 12/12/00 Signature Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

01/04/2001 GTDN11 00000100 75627376 40.00 DP
 01 FC:481
 02 FC:482 475.00 DP

TRADEMARK ASSIGNMENT

WHEREAS, FLINT & WALLING INDUSTRIES, INC., a Delaware corporation, having an address at 95 North Oak Street, Kendallville, Indiana ("Assignor"), has adopted, used, is using and is the owner of the trademarks and corresponding U.S. Trademark Registrations (the 'Marks') identified in Attachment A hereto; and


WHEREAS, ZOELLER NEW CORP., INC., a corporation organized and existing under the laws of the State of Indiana, having an address at 3649 Cane Run Road, Louisville, Kentucky ("Assignee") desires to acquire the Marks;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to these Marks, together with the goodwill of the business symbolized by the Marks and all registrations and applications therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee.

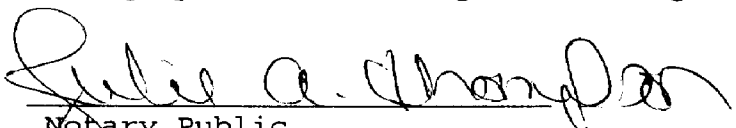
IN WITNESS WHEREOF, this Assignment is effective as of the 2nd day of October, 2000.

FLINT & WALLING INDUSTRIES, INC.

By: 
Richard G. Mosteller
Vice President, Treasurer and
Assistant Secretary

County of **Wayne**)
) ss
State of **Michigan**)

On this 2nd day of October, 2000, before me, a notary in and for said county, personally appeared Richard G. Mosteller, known to me to be the person who executed the within instrument and acknowledged to me that he is duly qualified to sign the foregoing instrument.


Notary Public

JULIE A THOMPSON
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXP. OCT. 26, 2004

TRADEMARK REGISTRATIONS AND APPLICATIONS:United States

<u>Trademark</u>	<u>Registration Number</u>	
F & W	630,840	
Air-E-Tainer	856,335	
Hoosier	831,764	
Pump Mate	870,421	
Nautilus	1,578,626	
Elminatr	1,672,526	
Star	1,778,684	1,686,246
Silent Sentry	1,925,064	
Magnaloy	1,998,628	
Accusoft	1,971,914	
Commander	2,206,195	
Workhorse	2,206,229	
Compusizing	2,203,317	
Patriot	2,361,709	

<u>Trademark</u>	<u>Application Number</u>	
Captain	75/627,387	
Commander Plus	75/834,480	
Commander Pro	75/834,479	
EasySoft	75/013,068	
PrimeTime	78/013,074	

Canada

<u>Trademark</u>	<u>Registration Number</u>
Star	TMA 452,570

Mexico

<u>Trademark</u>	<u>Registration Number</u>
Star	221,359

India

<u>Trademark</u>	<u>Application Number</u>
F & W	873,462
Star	873,461