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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Bank of Nova Scotia

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Canadian chartered bank

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

2. Name and Address of receiving party(ies)
Name: Imo Industries, Inc.
Internal
Address: Suite 111
Street Address: 997 Lenox Drive
City: Lawrenceville State: NJ Zip: 08648

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 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 Release of Security Interest

Execution Date: May 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/423,536 76/403,889

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41)..... \$ 840.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(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.

Alexander M. Kim [Signature] June 6, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

06/11/2003 BUYRNE 00000171 76423536
01 FC:0321 40.00 TP
02 FC:0322 800.00 DP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

1,771,190	547,544	905,805	1,131,198	1,549,987	336,730	301,673	2,609,560
603,829	612,905	905,846	1,365,217	1,569,415	985,828	1,958,259	426,831
298,486	1,111,218	2,325,194	1,689,927	1,131,648	743,713	1,188,384	1,166,147
837,074	522,912	1,374,572	1,794,125	670,192	1,111,207	1,852,254	

NO ADDITIONAL PAGES

May 30, 2003

Imo Industries Inc.
9211 Forest Hill Avenue, Suite 109
Richmond, VA 23235
Attention: Scott Faison

Release of Security Interest in
Collateral and Obligations

Ladies and Gentlemen:

Reference is made to the Credit and Guaranty Agreement, dated as of August 29, 1997 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Credit Agreement"), among Imo Industries Inc., a Delaware corporation (the "Borrower"), Colfax Corporation (formerly known as II Acquisition Corp.), certain financial institutions from time to time party thereto, as Lenders (the "Lenders"), The Bank of Nova Scotia, as the Administrative Agent (in such capacity, the "Administrative Agent") and the Documentation Agent and Banc of America Securities, L.L.C. (formerly known as NationsBanc Capital Markets, Inc.), as the Syndication Agent. Terms used and not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement. As used herein, the terms "Collateral" and "Lender Parties" shall have the meaning assigned to them in the Loan Documents.

Pursuant to the terms of the various Loan Documents under which the Administrative Agent and the other Lender Parties were granted a Lien in the Collateral, The Bank of Nova Scotia in its capacity as Administrative Agent releases without representation or warranty all of the Collateral (including the Collateral listed on Schedule A hereto) from any and all Liens granted in favor of Lender Parties under Loan Documents. The Administrative Agent will deliver or return to the Borrower or its counsel any Collateral in the Administrative Agent's possession.

The Credit Agreement, the other Loan Documents and all other agreements executed and delivered in connection with the Credit Agreement are terminated and the Borrower, any guarantor and any other Obligor have no further liabilities or obligations thereunder, other than those liabilities and obligations which expressly survive the termination thereof.

The Borrower, each guarantor, each other Obligor and their counsel are authorized and directed, without further notice, to file all releases that are necessary to release all security interests and Liens which the Borrower, any guarantor or any other Obligor has granted to the Administrative Agent, the Lenders or any other Lender Party with respect to the Obligations

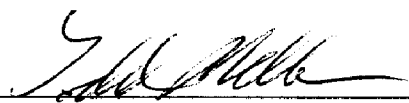
17139547.3 97389530

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(without the signature of the Administrative Agent, the Lenders or any other Lender Party, to the extent permitted by law).

The Administrative Agent agrees that, at the sole cost and expense of the Borrower, it will execute and deliver such termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Administrative Agent, as the Borrower may reasonably request to further evidence and effect the release of the security interests and Liens granted to the undersigned pursuant to the Credit Agreement, the other Loan Documents or any other agreement executed and delivered in connection therewith; provided that all such statements, agreements and instruments shall be delivered without representation or warranty by the Administrative Agent.

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By: 

Title: Todd Meller
Managing Director

Schedule A

17139547.3 97389530

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I. PATENTS

Owner	Country Grantor	Patent Title	Patent No.	Applic. No.	Filing Date	Issue Date
Imo Industries, Inc.	Canada	INTERSTATE LIQUID PHASE DETECTOR	2,183,303			12/04/2001
Imo Industries, Inc.	EPC	NOISE REDUCING HYDRAULIC PUMP STRUCTURE	92300530.0			1/22/1992
Imo Industries, Inc.	Germany	NOISE REDUCING HYDRAULIC PUMP STRUCTURE	69203616.4-08			1/22/1992
Imo Industries, Inc.	Italy	NOISE REDUCING HYDRAULIC PUMP STRUCTURE	496,591			1/22/1992
Imo Industries, Inc.	USA	METHOD AND APPARATUS FOR REDUCING PRESSURE PULSATION IN PD PUMPS		10/072,228	2/8/2002	
Imo Industries, Inc.	USA	DEVICE FOR PUMPING OIL (DOWN HOLE PUMP)	4,623,305	744039	6/12/1985	11/18/1986
Imo Industries, Inc.	USA	SYSTEM FOR VISUALIZING, IDENTIFYING AND ORDERING GEARING CONFIGURATIONS	4,964,043	205928	6/13/1988	10/16/1990
Imo Industries, Inc.	USA	NOISE REDUCING HYDRAULIC PUMP STRUCTURE	5,180,298	644451	1/23/1991	1/19/1993
Imo Industries, Inc.	USA	HIGH STRENGTH NONMETALLIC GEAR AND IMPROVED TOOTH GEOMETRY	5,423,232	141381	10/22/1993	6/13/1995
Imo Industries, Inc.	USA	HIGH STRENGTH NONMETALLIC GEAR AND IMPROVED TOOTH GEOMETRY	5,546,824	900946	3/9/1995	8/20/1996
Imo Industries, Inc.	USA	INTERSTATE LIQUID PHASE DETECTOR	5,601,414	533302	9/25/1995	2/11/1997
Imo Industries, Inc.	USA	COMPOSITE BARRIER CAN FOR MAGNETIC COUPLING	5,763,973	739803	10/30/1996	11/01/1997
Imo Industries, Inc.	USA	METHOD OF MAKING WEAR RESISTANT MATERIAL LINED HOUSING FOR SCREW PUMP	6,005,214	976925	11/24/1997	12/21/1999
Imo Industries, Inc.	USA	LASER HARDENING OF SCREW FORMS	6,013,140	901552	7/28/1997	1/11/2000
Imo Industries, Inc.	USA	METHOD OF MAKING COMPOSITE BARRIER CAN FOR A MAGNETIC COUPLING BY FILAMENT WINDING	6,039,827	984942	12/4/1997	3/21/2000
Warren Pumps, Inc.	Canada	CENTRIFUGAL PUMP WITH RADIAL PASSAGES	1,283,578	580,513	10/18/1988	4/30/1991
Warren Pumps, Inc.	USA	CENTRIFUGAL PUMP WITH RADIAL PASSAGES	4,799,861	114,818	10/29/1987	1/24/1989
Warren Pumps, Inc.	USA	MAGNETIC PUMP DRIVE	5,201,642	07/800,058	11/27/1991	4/13/1993

II. TRADEMARKS AND DOMAIN NAMES

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
Imo Industries, Inc.	Australia	BOSTON GEAR	522543			11/6/1989
Imo Industries, Inc.	Canada	BEAR-N-BRONZ	116839			2/5/1975
Imo Industries, Inc.	Canada	BG	116836			2/5/1975
Imo Industries, Inc.	Canada	BOST-BRONZ	118130			5/20/1975
Imo Industries, Inc.	Canada	BOSTON	171937			10/20/1967
Imo Industries, Inc.	Canada	BOSTON	349455			
Imo Industries, Inc.	Canada	BOSTON GEAR	318048			10/23/1970
Imo Industries, Inc.	Canada	BOSTON GEAR	172185			9/27/1985
Imo Industries, Inc.	Canada	OPTIMOUNT	116837			2/5/1990
Imo Industries, Inc.	Canada	RATIO MOTOR	UCA6161			6/18/1966
Imo Industries, Inc.	Canada	RATIO PAX	208074			7/4/1975
Imo Industries, Inc.	Canada	RIGHT-90	143118			12/17/1965
Imo Industries, Inc.	Canada	STANDARDIZATION PAYS	165156			9/12/1969
Imo Industries, Inc.	France	BOSTON	1624494			10/29/1988
Imo Industries, Inc.	France	BOSTON GEAR	1624493			10/29/1988
Imo Industries, Inc.	Mexico	BOSTON GEAR	473663			9/15/1994
Imo Industries, Inc.	USA	ACE	1771190	74253998	3/10/1992	5/18/1993
Imo Industries, Inc.	USA	BEAR-N-BRONZ	0603829	71665847	5/6/1954	3/29/1955
Imo Industries, Inc.	USA	BG	0298486	71327723	6/4/1932	10/25/1932
Imo Industries, Inc.	USA	BOS TRONG	0837074	72251147	7/27/1966	10/17/1967
Imo Industries, Inc.	USA	BOST-BRONZ	0547544	71597836	5/20/1950	9/4/1951
Imo Industries, Inc.	USA	BOST-BRONZ	0612905	71677082	11/22/1954	9/27/1955
Imo Industries, Inc.	USA	BOST-FLEX	1111218	73163090	3/21/1978	1/16/1979
Imo Industries, Inc.	USA	BOSTON	0522912	71535926	9/27/1947	3/28/1950
Imo Industries, Inc.	USA	BOSTON GEAR	0905805	72338165	9/17/1969	1/12/1971
Imo Industries, Inc.	USA	BOSTON GEAR	0905846	72338166	9/17/1969	1/12/1971
Imo Industries, Inc.	USA	BOSTON GEAR & SWIRL DESIGN	2325194	75/394773	11/24/1997	3/7/2000
Imo Industries, Inc.	USA	BOSTON	1374572	73514378	12/19/1984	12/10/1985
Imo Industries, Inc.	USA	BOSTONE	1131198	73163091	3/21/1978	2/26/1980
Imo Industries, Inc.	USA	CENTRIC	1365217	73434105	7/11/1983	10/15/1985
Imo Industries, Inc.	USA	DCX	1689927	74151919	3/27/1991	6/2/1992
Imo Industries, Inc.	USA	DCX PLUS	1794125	74151939	3/27/1991	9/21/1993
Imo Industries, Inc.	USA	IT & DESIGN	1549987	73765924	11/28/1988	8/1/1989
Imo Industries, Inc.	USA	IT	1569415	73784735	3/6/1989	12/5/1989
Imo Industries, Inc.	USA	MOTOR MULTIPLIER	1131648	73184680	9/5/1978	3/11/1980
Imo Industries, Inc.	USA	OPTIMOUNT	0670192	72046238	2/20/1958	11/25/1958
Imo Industries, Inc.	USA	POSIVENT		76423536	6/20/2002	
Imo Industries, Inc.	USA	RATIOMOTOR	0336730	71375121	2/24/1936	7/14/1936

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
Imo Industries, Inc.	USA	RATIOPAX	0985828	72456678	5/7/1973	6/11/1974
Imo Industries, Inc.	USA	RATIOTROL	0743713	72137450	2/7/1962	1/15/1963
Imo Industries, Inc.	Australia	IMO (LOGO)	69209			11/4/2002
Imo Industries, Inc.	Australia	IMO (LOGO)	69210			11/4/2002
Imo Industries, Inc.	Australia	IMO	A519848			9/22/2006
Imo Industries, Inc.	Benelux	IMO	429109			2/20/2007
Imo Industries, Inc.	Canada	CIG	263,826			
Imo Industries, Inc.	China	IMO	531,718			10/19/2000
Imo Industries, Inc.	France	IMO	1,396,338			2/27/1987
Imo Industries, Inc.	Georgia	IMO	833			7/22/1993
Imo Industries, Inc.	Germany	IMO	J21716/9			2/27/2007
Imo Industries, Inc.	UK	IMO	528833			1/22/2002
Imo Industries, Inc.	UK	IMO	571565			9/14/2006
Imo Industries, Inc.	UK	IMO	649140			6/25/2005
Imo Industries, Inc.	UK	IMO	1301638			2/20/1987
Imo Industries, Inc.	UK	IMO	1317960			8/4/2008
Imo Industries, Inc.	UK	IMO	1317962			8/4/2008
Imo Industries, Inc.	UK	IMO	1317963			8/4/2008
Imo Industries, Inc.	UK	IMO	639894			9/7/2008
Imo Industries, Inc.	Hong Kong	IMO	0499/1991			1/3/2011
Imo Industries, Inc.	India	IMO	499713			10/21/1988
Imo Industries, Inc.	Indonesia	IMO	274368			4/8/2002
Imo Industries, Inc.	Italy	IMO	579737			11/16/1992
Imo Industries, Inc.	Mexico	IMO	36917			10/16/2001
Imo Industries, Inc.	Mexico	IMO	382568			9/30/1990
Imo Industries, Inc.	Russia	IMO	89394			5/25/1989
Imo Industries, Inc.	Spain	IMO	181692			1/10/2007
Imo Industries, Inc.	Spain	IMO	190684			8/22/2006
Imo Industries, Inc.	Spain	IMO	1646273			7/3/2001
Imo Industries, Inc.	Switzerland	IMO	364014			5/17/2008
Imo Industries, Inc.	Taiwan	IMO	8936428			10/16/1989
Imo Industries, Inc.	Turkey	IMO	116231			1/11/1989
Imo Industries, Inc.	USA	GTS DESIGN	1111207	73135945	8/1/1977	1/16/1979
Imo Industries, Inc.	USA	IMO	0301673	71331238	10/14/1932	3/7/1933
Imo Industries, Inc.	USA	IMO	1958259	74473808	12/22/1993	1/27/1996
Imo Industries, Inc.	USA	CIG	1188384	73266481	6/16/1980	2/2/1982
Imo Industries, Inc.	USA	I-MAG	1852254	74385497	5/3/1993	9/6/1994
Imo Industries, Inc.	USA	QUICKSERVE	2609560	76298886	8/14/2001	8/20/2002
Imo Industries, Inc.	USA	ALL-PHASE		76403889	5/6/2002	
Warren Pumps, Inc.	Benelux	WARREN	365699			10/27/1980
Warren Pumps, Inc.	Brazil	WARREN	800066987			12/28/1982

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
Warren Pumps, Inc.	Canada	WARREN	189,708			3/30/1973
Warren Pumps, Inc.	Canada	WARREN PUMPS	189,707			3/30/1973
Warren Pumps, Inc.	France	WARREN	1,611,347			3/25/2008
Warren Pumps, Inc.	Mexico	WARREN	247,505			7/11/1980
Warren Pumps, Inc.	Taiwan	WARREN	137,570			9/1/1980
Warren Pumps, Inc.	USA	ROTEX	0426831	71498454	3/18/1946	1/14/1947
Warren Pumps, Inc.	USA	WARREN	1166147	73239643	11/19/1979	8/25/1981
Warren Pumps, Inc.	Venezuela	WARREN	103,646			9/15/1983
		2000series.biz				
		2000series.com				
		2000series.us				
		700series.biz				
		700series.us				
		800series.biz				
		800series.com				
		acdrives.biz				
		acdrives.us				
		acinverter.biz				
		acinverter.com				
		acinverter.us				
		bear-n-bronz.biz				
		bear-n-bronz.com				
		bear-n-bronz.us				
		bgboss.biz				
		bgboss.com				
		bgboss.us				
		bgwormgear.biz				
		bgwormgear.com				
		bgwormgear.us				
		bosgear.biz				
		bosgear.com				
		bosgear.us				
		bostbronz.biz				
		bostbronz.com				
		bostbronz.us				
		bostgear.biz				
		bostgear.com				
		bostgear.us				
		bostongear.biz				
		bostongear.com				
		bostongear.org				

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
		bostongear.tv				
		bostongear.us				
		bostongear.ws				
		bostongearboss.biz				
		bostongearboss.com				
		bostongearboss.us				
		buybg.com				
		buybg.us				
		buybostongear.com				
		buybronz.com				
		camclutch.biz				
		camclutch.com				
		camclutch.us				
		ccpnet.com				
		centricclutch.biz				
		centricclutch.com				
		centricclutch.us				
		clutchbrakes.biz				
		clutches.com				
		clutches.us				
		clutchesandbrakes.biz				
		clutchesandbrakes.us				
		colfaxcorp.biz				
		colfaxcorp.us				
		colfaxpt.biz				
		colfaxpt.com				
		colfaxpt.us				
		colfaxpump.com				
		colfaxpumps.com				
		colfaxpumpgroup.com				
		cptg.biz				
		cptg.us				
		e-bostongear.com				
		enclosedgeardrives.biz				
		enclosedgeardrives.com				
		enclosedgeardrives.us				
		enclosedgears.biz				
		enclosedgears.com				
		enclosedgears.us				
		gearcoupling.com				
		gearcoupling.us				

Owner	Grantor Country	Trademark / Domain Name	Reg. No.	Applic. No.	Filing Date	Reg. Date
		geardrive.biz				
		geardrive.us				
		geardrives.biz				
		geardrives.us				
		gearrepair.biz				
		gearrepair.com				
		gearrepair.us				
		helicalgeardrives.biz				
		helicalgeardrives.com				
		helicalgeardrives.us				
		imo-pump.com				
		imo.se				
		mountedbearing.com				
		mountedbearings.us				
		mountendbearings.biz				
		quickestdelivery.biz				
		quickestdelivery.com				
		quickestdelivery.us				
		ratiotrol.biz				
		ratiotrol.com				
		ratiotrol.us				
		warrenpump.com				
		warrenpumps.com				
		webbronze.com				
		webbronze.net				
		webbronze.us				
		westool.co.uk				
		wormgeardrives.biz				
		wormgeardrives.com				
		wormgeardrives.us				

III. TRADE NAMES

Owner	Trade Name
Imo Industries, Inc.	BOSTON GEAR
Imo Industries, Inc.	IMO PUMP
Warren Pumps, Inc.	WARREN PUMPS
Colfax Corporation	ALLWEILER
Colfax Corporation	HOUTTUIN

RECORDED: 06/10/2003

**TRADEMARK
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