

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timken U.S. Corporation		10/22/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Kilian Manufacturing Corporation
Street Address:	1728 Burnet Ave
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13206-3340
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2827924	KILROL

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Perry J. Viscounty, Esq.
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	028419-0045
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NAME OF SUBMITTER:	Anna T Kwan
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Total Attachments: 4
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OP \$40.00 2827924

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of October 22, 2004 by and between Timken U.S. Corporation, a Delaware corporation ("Assignor") and Kilian Manufacturing Corporation, a Delaware corporation ("Assignee") (collectively, the "Parties").

Recitals

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark listed on Schedule I attached hereto (the "Mark");

WHEREAS, Assignee, a subsidiary of Assignor, exclusively uses the Mark in connection with the Assignee's business; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer to Assignee of the Mark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to the Mark and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) the goodwill associated therewith.

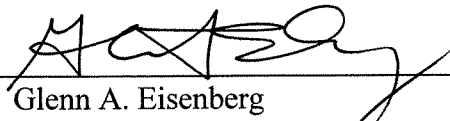
2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and/or instruments, and to perform further acts, as reasonably deemed necessary by the Parties, to vest in Assignee all right, title and interest in and to the Mark, to enable such right, title and interest to be recorded in the appropriate governmental authority or agency of the United States or another jurisdiction and reasonably assist Assignee in its efforts to enforce the Mark.

3. Binding Effect. This Assignment shall be binding upon Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

TIMKEN U.S. CORPORATION

By: 
Name: Glenn A. Eisenberg
Title: Executive Vice President - Finance
and Administration

Accepted and acknowledged:

ASSIGNEE:

KILIAN MANUFACTURING CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

TIMKEN U.S. CORPORATION

By: _____
Name: _____
Title: _____

Accepted and acknowledged:

ASSIGNEE:

KILIAN MANUFACTURING CORPORATION

By: Michael L. Hurt
Name: MICHAEL L. HURT
Title: CHIEF EXECUTIVE OFFICER

[SIGNATURE PAGE TO U.S. TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE I

Trademark

Trademark Number

Filing Date

KILROL

2827924

March 30, 2004