

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teleflex Incorporated, et al.		08/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IMPCO Technologies (Canada) LLC		
Street Address:	780 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3297483	COMFORTPRO	
CORRESPONDENCE DATA			
Fax Number:	(212)916-2940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-297-5800		
Email:	nytrademark@daypitney.com, mpena@daypitney.com		
Correspondent Name:	Elyse A. Marcus, Esq.		
Address Line 1:	Day Pitney LLP		
Address Line 2:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036-7311		
ATTORNEY DOCKET NUMBER:	703922-000050		
NAME OF SUBMITTER:	Elyse A. Marcus		
Signature:	/Elyse A. Marcus/		

OP \$40.00 3297483

Date:

08/11/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of August 4, 2009 (the "Effective Date") by and among Teleflex Incorporated, a Delaware corporation, with its principal office at 155 South Limerick Road, Limerick, Pennsylvania 19468 (the "Seller"), Technology Holding Company, a Delaware corporation, with its principal office at 2751 Centerville Road, Suite 3148, Wilmington, DE 19808 ("Holding"), Technology Holding Company II, a Delaware corporation, with its principal office at 2751 Centerville Road, Suite 3148, Wilmington, DE 19808 ("Holding II"), Teleflex Canada Limited Partnership, a British Columbia limited partnership ("Canada LP"), and Teleflex Canada Inc., a British Columbia corporation, ("Canada Incorporated") (each of the Seller, Holding, Holding II, Canada LP and Canada Incorporated is referred to herein as an "Assignor" and collectively, as the "Assignors"), on the one hand, and IMPCO Technologies (Canada) LLC, a Delaware limited liability company, with its principal office at 780 Third Avenue, 25th Floor, New York, NY 10017 (the "Assignee"), on the other hand. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below). The Assignee and each Assignor are each individually referred to herein as a "Party" and collectively, as the "Parties").

WITNESSETH:

WHEREAS, the Seller owns and operates the Business through direct and indirect subsidiaries;

WHEREAS, the Seller and the Assignee are parties to that certain Equity Interest Purchase Agreement, dated as of July 19, 2009 (the "Purchase Agreement"), pursuant to which the Seller has agreed to cause the Equity Interests to be sold to the Assignee in order to transfer the Business from the Seller to the Buyer pursuant to the terms and conditions specified therein;

WHEREAS, the Assignors own the (i) patents and patent applications listed on Exhibit A attached hereto (collectively, the "Patents"), (ii) trademarks and trademark applications listed on Exhibit B attached hereto (the "Trademarks") and (iii) the domain names listed on Exhibit C attached hereto (the "Domain Names" and, collectively with the Patents and the Trademarks, the "Transferred Intellectual Property"), which is used to conduct the Business prior to the Closing; and

WHEREAS, the Assignors and the Assignee have entered into this Agreement to assign the Transferred Intellectual Property to the Assignee.

NOW THEREFORE, in consideration of the above premises and the mutual covenants herein contained, and for other good and valuable consideration given by each Party hereto to the other, including, the consideration set forth in the Purchase Agreement, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto, for themselves, their successors and permitted assigns, intending to be legally bound, agree as follows:

1. Consideration. In furtherance of the immediately preceding paragraph, the consideration for the assignments and transfers made herein by the Assignors to the Assignee is set forth in the Purchase Agreement.
2. Representation and Warranties. The Parties agree that all representations and warranties relating to matters contemplated herein are set forth in the Purchase Agreement.
3. Patent Assignment.
 - (a) Each Assignor hereby sells, assigns, transfers and sets over to the Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to the Patents indicated as owned by it on Exhibit A attached hereto for the United States and for all foreign countries, including any continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions or foreign counterparts or equivalents thereof, and including the underlying inventions described therein and the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
 - (b) Each Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof and to issue any and all letters patent of the United States or any applicable foreign country thereon to the Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.
4. Trademark Assignment.
 - (a) Each Assignor hereby assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Trademarks indicated as owned by it on Exhibit B attached hereto, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the applicable Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future

infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

- (b) Each Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of the Trademarks to the Assignee.
5. Domain Name Assignment. Each Assignor hereby assign, sells, convey and transfer to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Domain Names indicated as owned by it on Exhibit C attached hereto, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the applicable Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.
6. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Purchase Agreement or the survival thereof.
7. Further Assurances. Each Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with these presents, and that each Assignor will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Transferred Intellectual Property hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of the Assignors and the Assignee. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Transferred Intellectual Property, for any reason whatsoever, each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized agents as its agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Transferred Intellectual Property.
8. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made upon being delivered to the recipient party by recognized courier service, fax transmission (with confirmation of receipt) for those parties having a fax number listed below or by registered or certified mail (postage prepaid, return receipt requested), and

addressed to the applicable address set forth below or such other address as may be designated in writing hereafter by the recipient party:

if to the Assignee, to:

IMPCO Technologies (Canada) LLC
780 Third Avenue, 25th Floor
New York, New York 10017
Attention: Matthew Beale, President and Chief Financial Officer
Facsimile: (714) 656-1401

With a copy to:

Davies Ward Phillips & Vineberg LLP
44th Floor
1 First Canadian Place
Toronto, Ontario M5X 1B1
Attention: Gillian Stacey
Facsimile: (416) 863-0871

if to an Assignor, to:

Teleflex Incorporated
155 South Limerick Road
Limerick, PA 19468
Attention: General Counsel
Facsimile: (610) 948-2011

With a copy to:

Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103-7599
Attention: Craig Circosta
Facsimile: (215) 864-9747

Either party may change its address by written notice to the other party in accordance with this Section 8.

9. Modification; Nonwaiver. No alleged waiver, modification or amendment to this Agreement or to the Exhibits attached hereto shall be effective against any Party hereto, unless in writing, signed by the Party against which such waiver, modification or amendment is asserted, and referring specifically to the provision hereof alleged to be waived, modified or amended. The failure or delay of any Party to insist upon the other party's strict performance of the provisions in this Agreement or to exercise in any respect any right, power, privilege or remedy provided for under this Agreement shall not

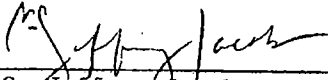
operate as a waiver or relinquishment thereof, nor shall any single or partial exercise of any right, power, privilege, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, privilege, or remedy; provided, however, that the obligations and duties of each Party with respect to the performance of any term or condition in this Agreement shall continue in full force and effect.

10. Interpretation. The headings and captions contained in this Agreement and in the Exhibits attached hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the word “including” herein shall mean “including without limitation.” The Exhibits attached hereto and referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.
11. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall be considered one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.
12. Entire Agreement. This Agreement, including the Exhibits attached hereto, together with the Purchase Agreement, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matter.
13. Representation by Counsel; Interpretation. The Assignors and the Assignee acknowledge that each of them has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.
14. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the choice of law principles thereof.

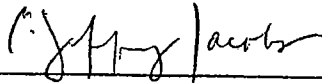
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Transfer Agreement to be executed by their duly authorized representatives as of the Effective Date.

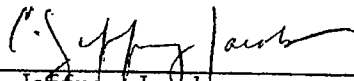
TELEFLEX INCORPORATED

By: 
Name: C. Jeffrey Jacobs
Title: Treasurer

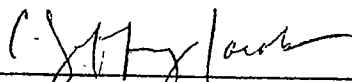
TECHNOLOGY HOLDING COMPANY

By: 
Name: C. Jeffrey Jacobs
Title: Vice President

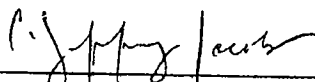
TECHNOLOGY HOLDING COMPANY II

By: 
Name: C. Jeffrey Jacobs
Title: Vice President

TELEFLEX CANADA LIMITED PARTNERSHIP
By: Teleflex Canada Inc., its general partner

By: 
Name: C. Jeffrey Jacobs
Title: Vice President

TELEFLEX CANADA INC.

By: 
Name: C. Jeffrey Jacobs
Title: Vice President

IMPCO Technologies (Canada) LLC

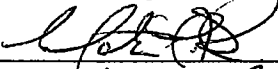
By: 
Name: MATTHEW BEALE
Title: PRESIDENT

EXHIBIT B

Trademarks

Truck APU Trademarks

Trademark	Country	Reg. No.	Assignee
COMFORTPRO	United States of America	3,297,483	Teleflex Incorporated
COMFORTPRO	Canada	TMA725774	Teleflex Incorporated

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