

FORM PTO-1595 (Modified)
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05-31-2002



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Y

102108528

Tab settings

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

1. Name of conveying party(ies):
Stemco Inc
300 East Industrial Boulevard
Longview, Texas 75602 *5-28-02*
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **Coltec North Carolina Inc**
Address: **Four Coliseum Centre**
2730 West Tyvola Road
City: **Charlotte** State/Prov.: **NC**
Country: **USA** ZIP: **28217**
Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **December 31, 2000**

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is:
Patent Application No. Filing date
See Attached *5997005*
05/30/2002 TDIAZ1 00000077 5997005
01 FC:581 160.00
Additional numbers

B. Patent No.(s)
See Attached
 Yes No
OFFICE OF PUBLIC RECORDS
2002 MAY 28 AM 10: 21
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Scott D. Wofsy**
Registration No. **35,413**
Address: **Cummings & Lockwood**
Four Stamford Plaza
P.O. Box 120
City: **Stamford** State/Prov.: **CT**
Country: **USA** ZIP: **06904-0120**

6. Total number of applications and patents involved: **4**
7. Total fee (37 CFR 3.41):.....\$ **160.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
11-0231
(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 D. Wofsy *[Signature]* **5/19/02**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

5

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

PATENT
REEL: 12928 FRAME: 0209

SCHEDULE A

I. ADDITIONAL INTELLECTUAL PROPERTY

1. U.S. PATENTS AND PATENT APPLICATIONS

a. U.S. Patents

<u>Patent No.</u>	<u>Title</u>
5,997,005	Hub Seal With Machinable Thrust Ring

b. U.S. Patent Applications

<u>Serial No.</u>	<u>Title</u>
09/102,534	Hub Seal With Low Installation Load and Rotation Prevention Structure
09/048,379	Hub Seal With Machinable Thrust Ring and Lay-Down Lip Seal
09/324,329	Oil Directing Vanes

2. FOREIGN PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Appl./Pat.</u>	<u>Title</u>
PCT	US98/15512	Unitized Hub Seal and Bearing Assembly With Lubricant Distributing Vanes
PCT	US99/06482	Hub Seal With Machinable Thrust Ring and Lay-Down Lip Seal
PCT	US99/12484	Hub Seal With Low Installation Load and Rotation Prevention Structure

II. UNRELATED INTELLECTUAL PROPERTY

(NONE)

PATENT ASSIGNMENT

WHEREAS, Stemco Inc, hereinafter "Assignor", a corporation organized and existing under the laws of the State of Texas and having a principal office at 300 East Industrial Boulevard, Longview, Texas 75602, is the owner of the entire right, title and interest in and to certain patents and patent applications listed on Schedule A annexed hereto (collectively referred to as the "Patents");

WHEREAS, Coltec North Carolina Inc, hereinafter "Assignee", a corporation organized and existing under the laws of the State of North Carolina and having a principal office at Four Coliseum Centre, 2730 West Tyvola Road, Charlotte, North Carolina, 28217, is desirous of acquiring all right, title, and interest in and to the Patents; and

WHEREAS, pursuant to the terms and conditions of that certain Subscription and Shareholder Agreement, dated as of December 31, 1997 (the "Agreement"), by and between, among others, Assignor and Assignee, Assignor is obligated to contribute or otherwise assign, its right, title and interest in and to the Patents to Assignee, which Patents may include both Additional Intellectual Property and Unrelated Intellectual Property, as such terms are defined in Article VI of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in and to the Patents throughout the world and the inventions and designs covered thereby, **as of the effective date of December 31, 1999**, including the right to claim priority and the right to any continuation, division, or substitute application thereof and the right to any

State of North Carolina)

County of Mecklenburg)

ss:

On this 31st day of December, 1999, personally appeared Shatt E. Kuchle,
to me known and known to me to be Vice President & Treasurer of Stemco Inc,
the assignor above named, and acknowledged that he/she executed the foregoing
Assignment on behalf of said assignor and pursuant to authority duly received, and who,
having been duly sworn, stated that any representations therein contained are true.

Jennie M. Paine

Notary Public

MY COMMISSION EXPIRES 8/12/2001

State of North Carolina)

County of Mecklenburg)

ss:

On this 31st day of December, 1999, personally appeared Joseph F. Podalino, to
me known and known to me to be Vice President of Coltec North
Carolina Inc, the assignee above named, and acknowledged that he/she executed the
foregoing Assignment on behalf of said assignee and pursuant to authority duly received,
and who, having been duly sworn, stated that any representations therein contained are
true.

Jennie M. Paine

Notary Public

MY COMMISSION EXPIRES 8/12/2001