

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IMO Industries, Inc.	11/29/2004

RECEIVING PARTY DATA

Name:	Boston Gear LLC
Street Address:	701 Carrier Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28216-3445

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	4964043
Patent Number:	5423232
Patent Number:	5546824

CORRESPONDENCE DATA

Fax Number: (703)610-6200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-610-6100

Email: boxip@hhlaw.com

Correspondent Name: Valerie Brennan

Address Line 1: 8300 Greensboro Drive, Suite 1100

Address Line 2: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:

Valerie Brennan

Total Attachments: 5

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PATENT

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**IN THE UNITED STATES
PATENT OFFICE**

PATENT ASSIGNMENT

WHEREAS, IMO Industries, Inc., a Delaware corporation, with offices at 993 Lenox Drive, Laurenceville, NJ 08648 (the "Assignor"), is the sole owner of the entire right, title and interest in, to, and under the pending applications and issued patents listed on the attached Schedule A (the "Patents");

WHEREAS, Assignor and Colfax Corporation, Assignor's parent company, are parties to that certain Intellectual Property Security Agreement, dated as of May 30, 2003 and recorded with the U.S. Patent and Trademark Office on June 16, 2003, pursuant to which, *inter alia*, Assignor granted a security interest in the Patents to The Bank of Nova Scotia (the "Security Interest"); and

WHEREAS, Assignor desires to assign all of its interest in and to the Patents, subject to the Security Interest, to Boston Gear LLC, a Delaware limited liability company, with offices at 701 Carrier Drive, Charlotte, NC 28216-3445 (the "Assignee"), and Assignee is desirous of obtaining the entire right, title and interest in, to and under said Patents, subject to the Security Interest.

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

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Patents, as well as all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States that may be granted thereon and all reissues, renewals, reexaminations and extensions thereof, and all applications for Letters Patent which may hereafter be filed for inventions claimed in the Patents in any country or countries foreign to the United States, and all Letters Patent that may be granted for said inventions claimed in the Patents in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof and all rights of priority in any such country or countries based upon the filing of the Patents in the United States that are created by any law, treaty or international convention (all of which shall be included in the term "Patents"), provided that such assignment and transfer is subject to the Security Interest. Assignor hereby further assigns and transfers to Assignee, subject to the Security Interest, all rights, claims and privileges pertaining to the Patents (including, without limitation, all rights to the inventions claimed in the Patents, the right to sue and collect damages and/or profits for past, present and future infringements of the Patents and the right to prosecute and maintain patent applications and registrations included in the Patents).

2. Covenants. Assignor does hereby covenant that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any

agreement in conflict herewith. Assignor does further hereby covenant and agree that it will communicate to Assignee, its successors and assigns, any facts known to it respecting the Patents, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications and other applications relating to the Patents, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce any attendant rights in all countries.

3. Recordation of Patents. Assignor shall record this Patent Assignment with the U.S. Patent & Trademark Office or applicable state or foreign governmental or international authorities or registries, and shall bear all costs and fees associated with such recording. Assignor hereby authorizes and requests the Commissioner of Patents 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 Letters Patent from any patent applications included in the Patents to Assignee.

4. Assumption. Assignee hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any Letters Patent and patent applications, relating to the Patents arising from and after the date hereof.

5. Governing Law and Forum. This Patent Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York.

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IN WITNESS WHEREOF, each of IMO Industries, Inc. and Boston Gear LLC has caused this instrument to be signed by a duly authorized company officer and its seal to be affixed, as of this 29th day of November, 2004.

IMO INDUSTRIES, INC.

By: 

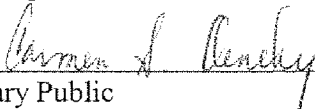
Name: Thomas M. O'Brien

Title: Senior Vice President, General Counsel
and Secretary

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 29th day of November, 2004 before me personally appeared Thomas M. O'Brien, to me personally known, who, being duly sworn, did say that he/she is the Senior Vice President, General Counsel and Secretary of Assignor and that he/she duly executed the foregoing instrument for and on behalf of Assignor being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignor.


Notary Public

My commission expires:

CARMEN S. DENEHY
Notary Public, State of New York
No. 01DE4928281
Qualified in Rockland County
Commission Expires April 28, 2006

BOSTON GEAR LLC

By: _____

Name: Thomas M. O'Brien

Title: Senior Vice President, General Counsel
and Secretary

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On this 29th day of November, 2004 before me personally appeared Thomas M. O'Brien, to me personally known, who, being duly sworn, did say that he/she is the Senior Vice President, General Counsel and Secretary of Assignee and that he/she duly executed the foregoing instrument for and on behalf of Assignee being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignee.

Carmen S. Denehy
Notary Public

My commission expires:

CARMEN S. DENEHY
Notary Public, State of New York
No. 01DE4928251
Qualified in Rockland County
Commission Expires April 25, 2006

Schedule A

List of Patents

Country	Patent Title	Patent No.	Application No.	Filing Date	Issue Date
USA	System For Visualizing, Identifying And Ordering Gearing Configurations	4,964,043	205928	6/13/1988	10/16/1990
USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,423,232	141381	10/22/1993	6/13/1995
USA	High Strength Nonmetallic Gear And Improved Tooth Geometry	5,546,824	900946	3/9/1995	8/20/1996

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