

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Coltec Industries Inc.	12/03/2010
Coltec Industrial Products LLC	12/03/2010
Stemco LP	12/03/2010
Corrosion Control Corporation	12/03/2010

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	7648021
Patent Number:	5835372
Patent Number:	6823270
Patent Number:	7379827
Patent Number:	6850849
Patent Number:	7720574
Patent Number:	7096889
Patent Number:	D615619
Patent Number:	7461670
Patent Number:	D570236
Patent Number:	D591627
Patent Number:	D613631

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Patent Number:	D597630
Patent Number:	5662023
Application Number:	12057201
Application Number:	12413203
Application Number:	10383920
Application Number:	12759468
Application Number:	60459403
Application Number:	11405383
Application Number:	12582569
Application Number:	29361348
Application Number:	29359497
Application Number:	11411424
Application Number:	29321572
Application Number:	12423375
Application Number:	11867487
Application Number:	11867519
Application Number:	12842446
Application Number:	12847959
Application Number:	61381213
Application Number:	12856432

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell - Paralegal -- PHRD
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809-17
NAME OF SUBMITTER:	Bobbi Acord

Total Attachments: 7
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December 3, 2010

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339
Attention: Loan Administration Officer - EnPro

RE: Amendment to Amended, Restated and Consolidated Patent Security Agreement - EnPro Industries, Inc.

Ladies and Gentlemen:

Reference is made to that certain Amended, Restated and Consolidated Patent Security Agreement dated as of April 26, 2006, among Bank of America, N.A., a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for the Secured Parties, and the parties party thereto and named therein as debtors (collectively, "Debtors"), as recorded in the United States Patent and Trademark Office (the "USPTO") on April 28, 2006, at Reel No. 017537, Frame 0845 (as at any time amended, modified, restated or supplemented, the "Patent Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Patent Security Agreement.

Pursuant to Section 5 of the Patent Security Agreement, Debtors are obligated to give notice to Agent whenever any Debtor obtains rights to any new patent, or becomes entitled to the benefit of any patent application, and Agent is entitled to modify the Patent Security Agreement by amending Schedule A thereto to include the new patent or applications therefor.

In connection with (a) the merger of Premier Lubrication Systems, Inc., a Texas corporation, with and into Progressive Equipment, Inc., a Texas corporation, and the subsequent merger of Progressive Equipment, Inc. with and into Coltec Industrial Products LLC ("CIP") and (b) the acquisition of certain assets from Curtis Roys, an individual resident of the State of Texas, CIP has obtained rights to certain patents and patent applications listed on the attached Schedule A-1.

In addition, Coltec Industries Inc acknowledges that it has obtained rights to certain of the patents listed on the attached Schedule A-1.

In connection with such transactions, Agent and each of the undersigned Debtors desire to amend the Patent Security Agreement to include the patents and patent applications listed on Schedule A-1 attached hereto on Schedule A to the Patent Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Schedule A to the Patent Security Agreement is hereby amended by adding to the list of patents and patent applications thereon those patents and patent applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Patent Security Agreement as a supplement to Schedule A thereto and to file a copy of the Patent Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Debtors' expense.

To secure the prompt payment and performance to Agent of all of the Secured Obligations, each of the undersigned Debtors hereby grants to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and lien upon all of such Debtor's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (collectively, the "Additional Patent Collateral"):

(a) all of such Debtor's United States patents, United States patent registrations and United States patent applications, including, without limitation, the patents and patent applications listed on Schedule A-1 attached hereto and made a part hereof, and the innovations and improvements described and claimed therein, and United States patentable inventions, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments 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) all rights corresponding to such United States patents, United States patent registrations and United States patent applications throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Additional Patents"); and

(b) any and all rights now owned or hereafter acquired by such Debtor under any written agreement granting any exclusive right to use any other Person's United States patents or United States patent applications (the "Additional Patent Licenses"), to the extent permitted thereunder; and

(c) all accessions to, substitutions for and replacements, products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the collateral security granted by the undersigned Debtors hereunder shall exclude rights under (but not excluding proceeds of) any Additional Patent Licenses that contain an enforceable restriction on the applicable Debtor's right to grant the security interest to Agent contemplated by the Patent Security Agreement, unless and until such Debtor shall have obtained consent from the relevant party or parties thereto to the grant of such security interest.

Each of the undersigned Debtors hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided in the Patent Security Agreement or permitted by the Loan Agreement, such Debtor is and will continue to be the owner of all its right, title and interest in the Additional Patent Collateral so long as the Additional Patents shall continue in force, free from any lien in favor of any person or entity, including, without limitation, group rights and covenants by such Debtor not to sue third parties;

(b) Such Debtor has the full right and power to grant the security interest in the Additional Patent Collateral made hereby;

(c) Except as otherwise provided in the Patent Security Agreement or permitted by the Loan Agreement and except for licenses of Additional Patents granted by such Debtor in the Ordinary Course of Business, such Debtor has not made any previous assignment, transfer or agreements in conflict herewith in any material respect or constituting a present or future assignment, transfer, or encumbrance on any of the Additional Patent Collateral;

(d) Such Debtor will not execute nor authorize for filing in any public office any financing statement or other document or instruments evidencing or giving notice of liens affecting the Additional Patent Collateral (other than filings pursuant to the Loan Documents or permitted thereby) at any time prior to the Termination Date;

(e) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Additional Patents or the Additional Patent Licenses which would materially and adversely affect the fair market value of the Additional Patent Collateral or the material benefits of the Patent Security Agreement granted to Agent or any of the other Secured Parties, including, without limitation, the remedies of Agent under the Patent Security Agreement, and such Debtor has advised Agent of its patent monitoring and enforcement practices and will continue to maintain monitoring and enforcement practices which fully and adequately protect the Additional Patents in accordance with reasonable business practices;

(f) The Additional Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except for (i) any failure to be subsisting, or (ii) any judgment, that, in either case, does not materially and adversely affect Agent or any of the other Secured Parties or otherwise materially affect the manufacture, processing, production, sale or disposition of any material portion of such Debtor's inventory; and

(g) To the best of such Debtor's knowledge, each of such Debtor's Additional Patents is valid and enforceable, except where any failure to be valid or enforceable does not materially and adversely affect Agent or the other Secured Parties or otherwise materially affect the manufacture, processing, production, sale or disposition of any material portion of such Debtor's inventory.

Each of the undersigned Debtors agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Patent Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Patent Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by each of the undersigned Debtors and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of North Carolina. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

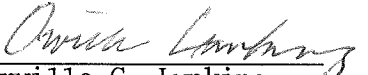
[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.


Very truly yours,

DEBTORS:

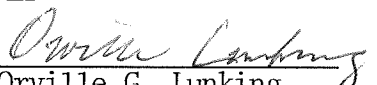
COLTEC INDUSTRIES INC

By: 
Name: Orville G. Lunking
Title: Treasurer


COLTEC INDUSTRIAL PRODUCTS LLC

By: 
Name: Robert S. McLean
Title: Secretary

STEMCO LP

By: 
Name: Orville G. Lunking
Title: Treasurer

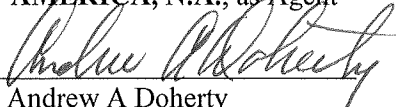
CORROSION CONTROL CORPORATION

By: 
Name: Robert S. McLean
Title: Secretary

[Signatures continue on following page.]

Accepted and agreed to:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Andrew A Doherty

Title: Senior Vice President

SCHEDULE A-1

Patents

<u>Owner</u>	<u>Patent Description</u>	<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>
Coltec Industries Inc	Method and Manufacture, Refurbishment, and Repair of Non-Moldable Polyurethane/Polyurea Conveyor Belt Covers and Related Products	7648021	United States	1/19/2010
Coltec Industrial Products LLC	Integrated Fluid Flow Evaluation Apparatus and Method	5835372	United States	11/10/1998
Coltec Industrial Products LLC	Fluid Flow Monitor and Control System	6823270	United States	11/23/2004
Coltec Industrial Products LLC	Fluid Flow Monitor and Control System	7379827	United States	5/27/2008
Coltec Industrial Products LLC	Fluid Flow Monitor and Control System	6850849	United States	2/1/2005
Coltec Industrial Products LLC	Fluid Flow Monitor and Control System	7720574	United States	5/18/2010
Coltec Industrial Products LLC	Fluid Divider Block Suitable for Use at High Pressure	7096889	United States	8/29/2006
Coltec Industrial Products LLC	Fluid Divider Block Suitable for Use at High Pressure	D615,619	United States	5/11/2010
Coltec Industrial Products LLC	Cycle Indicator for Lubrication Dispenser	7461670	United States	12/9/2008
Coltec Industrial Products LLC	Cycle Indicator for Lubrication Dispenser	D570,236	United States	6/3/2008
Coltec Industrial Products LLC	Cycle Indicator for Lubrication Dispenser	D591,627	United States	5/5/2009
Coltec Industrial Products LLC	Cycle Indicator for Lubrication Dispenser	D613,631	United States	4/13/2010
Coltec Industrial Products LLC	Environmental Compressor Protection Assembly	D597,630	United States	8/4/2009

Coltec Industrial Products LLC	Replaceable Cylinder Piston Assembly For A Lubricator Pump	5662023	United States	9/2/1997
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Patent Applications

<u>Owner</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
Coltec Industries Inc	12/057,201	United States	3/27/2008
Coltec Industries Inc	12/413,203	United States	3/27/2009
Coltec Industrial Products LLC	10/383,920	United States	3/7/2003
Coltec Industrial Products LLC	12/759,468	United States	4/13/2010
Coltec Industrial Products LLC	60/459,403	United States	4/1/2003
Coltec Industrial Products LLC	11/405,383	United States	4/17/2006
Coltec Industrial Products LLC	12/582,569	United States	10/20/2009
Coltec Industrial Products LLC	29/361,348	United States	5/10/2010
Coltec Industrial Products LLC	29/359,497	United States	4/12/2010
Coltec Industrial Products LLC	11/411,424	United States	4/26/2006
Coltec Industrial Products LLC	29/321,572	United States	7/18/2008
Coltec Industrial Products LLC	12/423,375	United States	4/14/2009
Coltec Industrial Products LLC	11/867,487	United States	10/4/2007
Coltec Industrial Products LLC	11/867,519	United States	10/4/2007
Stemco LP	12/842,446	United States	07/23/2010
Stemco LP	12/847,959	United States	07/30/2010
Coltec Industries Inc	61/381,213	United States	09/09/2010
Corrosion Control Corporation	12/856,432	United States	08/13/2010