

11-05-1998



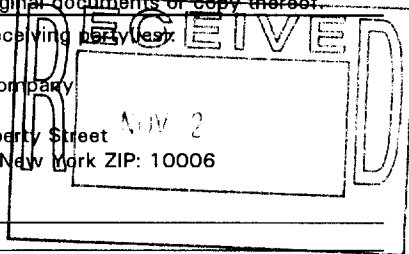
Form PTO-1594 1-31-92

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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



1. Name of conveying party(ies): Coltec Industries Inc.
Individuals Association
General Partnership Limited Partnership
Corporation-Pennsylvania
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address:
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation Banking
Other

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Release
Execution Date: March 16, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Trademark Registration No.(s)\
2,132,398
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: 1155 Avenue of the Americas, Room 2732
Street Address:
City: New York State: NY ZIP: 10036
Client/matter 1109671-0001 -Paul Alfaks

6. Total number of applications and registration involved 8

7. Total fee (37 CFR 3.41): \$ 215.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(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.

Meredith Schorr
Name of Person Signing Signature Date 10/30/98

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
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11/04/1998 SBURMS 00000177 2132398
01 FC:481 40.00 OP
02 FC:482 175.00 OP

**UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS
OWNED BY COLTEC INDUSTRIES INC**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Description</u>
2,132,398	January 27, 1998	Ortman Logo


<u>Serial No.</u>	<u>Filing Date</u>	<u>Description</u>
75/319,517	July 3, 1997	Q-SERV
75/249,484	February 28, 1997	Q911
75/249,485	February 28, 1997	QUIN-C-BLUE
75/349,741	September 2, 1997	DOMINATOR
75/349,914	August 28, 1997	STRIP DOMINATOR
75/400,240	December 4, 1997	QQ & Design
75/400,584	December 5, 1997	MENASCO

**ASSIGNMENT FOR
SECURITY IN U.S. TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, COLTEC INDUSTRIES INC, a Pennsylvania corporation (“Assignor”) with principal offices at 3 Coliseum Centre, 2550 West Tyvola Road, Charlotte, North Carolina 28217, hereby assigns and grants to BANKERS TRUST COMPANY (“Assignee”), with principal offices at One Bankers Trust Plaza, New York, New York 10006, as Administrative Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), a security interest in, *inter alia*, all of the right, title and interest of each of the Assignors in and to the U.S. trademarks and trademark applications set forth on Schedule A hereto (the “Trademarks”) under their respective names, together with all Proceeds (as such term is defined in the Security Agreement) and products of said Trademarks, the goodwill of the businesses symbolized by said Trademarks, and the right (but not the obligation) to sue for past, present and future infringements of such Trademarks.

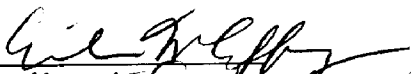
This Assignment is made to secure the satisfactory performance of all of the Obligations, as such term is defined in that certain Security Agreement dated as of December 18, 1996, as the same may be amended, modified or supplemented from time to time (the “Security Agreement”) among Assignee and each of the Assignors. If the Security Agreement shall terminate in accordance with its terms, the Assignee shall, at the request and expense of each of the Assignors, upon such termination, execute and deliver to each Assignor a proper instrument or instruments releasing the security interest in the Trademarks acquired under this Assignment.

COLTEC INDUSTRIES INC

By: 

Title: **ROBERT J. TUBBS**
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

Attested to:

By: 
Title: **Asst Secretary**

Dated as of March 16, 1998