

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>TELEFLEX INCORPORATED</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation (Delaware) <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: SERMATECH INTERNATIONAL INCORPORATED</p> <p>Address: 155 South Limerick Road Limerick Township Montgomery, Pennsylvania</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation (Pennsylvania) <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>February 28, 2005</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) See attached</p>	<p>B. Trademark Registration No.(s) See attached</p>
<p>Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley Smith, Senior Legal Assistant Kirkland & Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Facsimile)</p>	<p>6. Total number of applications and registrations involved: 25</p> <p>7. Total fee (37 CFR 3.41)..... \$ 640 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hayley Smith Hayley Smith 3/21/05
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

CH \$640.00 111098 76532034

SCHEDULE TO RECORDATION COVER SHEET**TELEFLEX INCORPORATED TO SERMATECH INTERNATIONAL INCORPORATED****U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
2,399,657	October 31, 2000	SERMATECH COATINGS ON TOP
2,397,431	October 24, 2000	SERMATECH REPAIRS FOR LIFE and Design
2,401,667	November 7, 2000	SERMALON
2,190,846	September 22, 1998	SERMALUBE
2,190,845	September 22, 1998	SERMABOND
2,190,840	September 22, 1998	SERMASEAL
2,335,561	March 28, 2000	SHORCOAT
1,523,847	February 7, 1989	METBOND
2,454,978	May 29, 2001	ENGINEERING THE WORLD'S FINEST COATING SYSTEMS THERE'S NO SUBSTITUTE FOR EXPERIENCE and Design
2,268,282	August 10, 1999	SI and Design
2,411,635	December 12, 2000	5380 D.P.
1,874,252	January 17, 1995	5380
2,082,215	July 22, 1997	FLO-VU
1,288,645	August 7, 1984	FLEXARMOR
1,288,644	August 7, 1984	ETHYLARMOR
903,747	December 8, 1970	FLEXIJOINT
2,493,888	October 2, 2001	SERMATECH MANUFACTURING PRECISION IN THE MAKING (and Design)
2,325,509	March 7, 2000	SERMATECH
1,623,451	August 28, 1990	HAZCOR

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
76-532,034	July 21, 2003	PURE-VU
76-619560	November 5, 2004	SERMALCOTE
76-619558	November 5, 2004	SERMAFLOW
76-619557	November 5, 2004	SERMAFILL
76-619556	November 5, 2004	SERMAGARD
76-614864	October 4, 2004	ARMORLITH

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated as of February 28, 2005 ("Effective Date"), is made and entered into by and between Teleflex Incorporated ("Assignor") and Sermatech International Incorporated, a Pennsylvania corporation ("Assignee").

WHEREAS, pursuant to the Purchase Agreement between Assignor and ACP Sermatech Acquisition Corp. ("Acquisition Corp.") dated February 28, 2005 (the "Agreement"), Assignor has agreed to sell, and Acquisition Corp. has agreed to purchase, the assets, properties and rights pertaining to the Business (as defined in the Agreement) including without limitation all of the outstanding capital stock (or equity equivalents) of Assignee;

WHEREAS, Assignor owns the right, title and interest in and to those United States trademark registrations and applications for trademark registrations identified and set forth on Schedules A and B respectively, and the foreign trademark registrations and applications for trademark registrations identified and set forth on Schedules C and D respectively (collectively, the "Marks");

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties 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 Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

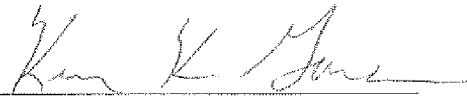
2. Assignor shall, at Assignee's reasonable request, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ___ day of February, 2005.

Assignor

TELEFLEX INCORPORATED


By: 

Name:

Title:

Assignee

SERMATECH INTERNATIONAL
INCORPORATED

By: 

Name:

Title:

STATE OF New York)
) SS.
COUNTY OF New York)

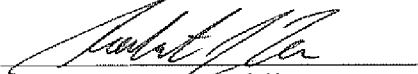
On this 28th day of February, 2005, there appeared before me Kevin K. Gordon, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Teleflex Incorporated.


Notary Public

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2006

STATE OF New York)
) SS.
COUNTY OF New York)

On this 28th day of February, 2005, there appeared before me Jack Norris, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Sermatech International Incorporated.


Notary Public

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2006

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
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1623451	August 28, 1990	HAZCOR

SCHEDULE B**U.S. TRADEMARK APPLICATIONS**

Application No.	Application Date	Mark
76-532,034	July 21, 2003	PURE-VU
76-619560	November 5, 2004	SERMALCOTE
76-619558	November 5, 2004	SERMAFLOW
76-619557	November 5, 2004	SERMAFILL
76-619556	November 5, 2004	SERMAGARD
76-614864	October 4, 2004	ARMORLITH

SCHEDULE C AND SCHEDULE D

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Registration No.	Registration Date	Mark
Argentina	1674485	July 14, 1998	SERMETEL
Australia	416509	May 17, 1989	SERMAGARD
Australia	633855	August 31, 1995	SERMALOY
Australia	252092	September 22, 1971	SERMETEL
Australia	269169	June 8, 1973	SERMETEL
Benelux	50630	September 8, 1971	SERMETEL
Brazil	6147445	October 25, 1985	SERMETEL
Canada	TMA304328	July 5, 1985	ETHYLARMOR
Canada	TMA304105	June 28, 1985	FLEXARMOR
Canada	TMA234624	July 27, 1979	FLEXIJOINT
Canada	TMA370181	June 29, 1990	METBOND
Canada	TMA603911	March 3, 2004	SERMAGARD
Canada	TMA447142	September 1, 1995	SERMALOY
Canada	TMA196930	January 25, 1974	SERMETEL
Canada	TMA144266	March 4, 1966	SERMETEL
Community Trademark	3213477	December 22, 2004	SERMETEL
France	96-603923	January 2, 1996	5380
France	96-655674	December 16, 1996	5380
France	96-655673	December 15, 1996	5380 D.P.
Germany	830879	May 14, 1965	SERMETEL
Israel	34580	August 5, 1976	SERMETEL
Israel	34706	June 3, 1974	SERMETEL
Israel	38705	August 31, 1975	SERMETEL
Israel	38374	June 20, 1975	SERMETEL
Israel	38375	June 20, 1975	SERMETEL
Italy	464175	February 9, 1987	SERMETEL
Italy	644638	March 2, 1995	SERMETEL
Italy	714237	June 16, 1997	SERMETEL
Japan	3276693	April 11, 1997	SERMALOY
Japan	2178290	October 31, 1989	SERMETEL
Japan	727264	December 16, 1966	SERMETEL
Korea, Republic of	122078	January 17, 1986	SERMAGARD
Spain	671224	February 25, 1975	SERMETEL
Spain	671229	November 29, 1975	SERMETEL
Spain	671226	April 1, 1978	SERMETEL
Spain	671225	February 1, 1978	SERMETEL
Spain	671228M	September 30, 1976	SERMETEL
Spain	671227M	June 9, 1975	SERMETEL
Sweden	203556	December 12, 1986	SERMAGARD
Switzerland	355295	May 8, 1987	SERMETEL

United Kingdom	1232946	January 3, 1985	SERMAGARD
United Kingdom	1576754	December 1, 1995	SERMALOY
United Kingdom	881939	July 15, 1965	SERMETEL