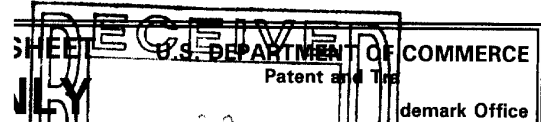


07-10-1998



100759628



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

1. Name of conveying party(ies):

The Marion Power Shovel Company

Individual(s) Association
General Partnership Limited Partnership
☒ Corporation-State Delaware
Other

Additional name(s) of conveying party(ies) attached? **No**

2. Name and address of receiving party(ies):

Name: **Bucyrus International, Inc.**

Internal Address: **1100 Milwaukee Avenue**

Street Address: **1100 Milwaukee Avenue**

City: **South Milwaukee** State: **Wisconsin** ZIP: **53172**

Individual(s) citizenship
Association
General Partnership
Limited Partnership

☒ Corporation-State **Delaware**
Other

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

3. Nature of conveyance:

☒ Assignment Merger
Security Agreement Change of Name
Other

Execution Date: **Effective as of August 26, 1997**

4. Application number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,593,814 2,123,157

Additional numbers attached? **No**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Cheryl M. Smukowski**

Internal Address: **Quarles & Brady**

Street Address: **411 East Wisconsin Avenue**

City: **Milwaukee**, State: **Wisconsin** ZIP: **53202**

6. Total number of registrations involved:

2

7. Total fee (37 C.F.R. § 3.41). **\$65.00**

Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: **17-0055**

(Attach duplicate copy of this page if paying by deposit account)

07/09/1998 TTOM11 00000212 170055 1593814

DO NOT USE THIS SPACE

01 FC:461 40.00 CH
02 FC:462 25.00 DX

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.

Cheryl M. Smukowski

Name of Person Signing

Cheryl M. Smukowski

Signature

June 24, 1998

Date

Total number of pages including cover sheet, attachments, and document: **8**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1750 FRAME: 0896

TRADEMARK ASSIGNMENT

This Agreement is made as of this 26th day of August, 1997, by and between THE MARION POWER SHOVEL COMPANY, a Delaware corporation with offices at 617 West Center Street, Marion, Ohio, 43302 ("Assignor"), a wholly-owned subsidiary of GLOBAL INDUSTRIAL TECHNOLOGIES, INC., with offices at 2121 San Jacinto Street, Suite 2500, Dallas, Texas, 75201 ("GLOBAL"), and BUCYRUS INTERNATIONAL, INC., a Delaware corporation with offices at 1100 Milwaukee Avenue, South Milwaukee, Wisconsin, 53172 ("Assignee").

WHEREAS, GLOBAL, Assignor, and Assignee, among other parties, have entered into an Asset Purchase Agreement dated as of July 21, 1997 (the "Asset Purchase Agreement") pursuant to which Assignee desires to acquire certain of Assignor's tangible and intangible assets with respect to Assignor's ongoing business including, inter alia, the trademarks and related trademark applications and registrations identified in Exhibits A and F attached hereto;

WHEREAS, Assignor has adopted, has used, and is currently using, the trademarks listed in Exhibit A, and is the owner of all rights, title and interests in and to the trademarks and

related trademark applications and registrations in the countries listed in Exhibit A;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to acquire all of Assignor's rights, title and interests in and to the trademarks and related trademark applications and registrations set forth in Exhibit A;

WHEREAS, Assignor has intended to use the trademark listed in Exhibit B attached hereto; and

WHEREAS, Assignor is assigning, in connection with the Asset Purchase Agreement, the trademark listed in Exhibit B as part of the entire business, or portion thereof, to which the trademark pertains as required by Section 10 of the Trademark Act of 1946, as amended;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign, and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interests in and to the trademarks, trademark registrations and trademark applications for registration listed in Exhibits A and B, together with the goodwill of the business symbolized by such marks.

IN WITNESS WHEREFOR, the parties have caused their duly
authorized representatives to execute this Trademark Assignment
on the dates and in the capacities shown below:

THE MARION POWER SHOVEL COMPANY (Assignor)

By: 

Graham L. Adelman
Vice President

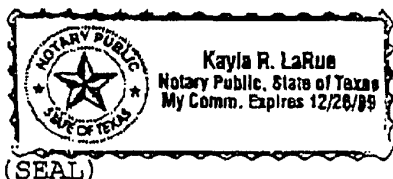
BUCYRUS INTERNATIONAL, INC. (Assignee)

By: 

Daniel J. Smoke
Vice President and Chief
Financial Officer

STATE OF Texas)
) SS
COUNTY OF Dallas)

On this 25th day of August, 1997, personally appeared before me Graham L. Adelman, to me known and known to me to be a Vice President of THE MARION POWER SHOVEL COMPANY, the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.

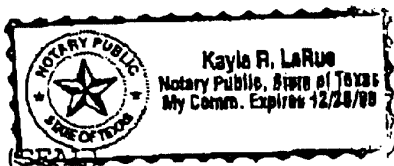


Kayla R. LaRue
Notary Public

My commission expires 12-28-99

STATE OF Texas)
) SS
COUNTY OF Dallas)

On this 25th day of August, 1997, personally appeared before me Daniel J. Smoke, to me known and known to me to be a Vice President and the Chief Financial Officer of BUCYRUS INTERNATIONAL, INC., the Assignee above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignee and pursuant to authority duly received.



Kayla R. LaRue
Notary Public

My commission expires 12-28-99

4 of 3

Exhibit A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration(*or Application) No.</u>
M (Stylized)	United States	75/150,909*
MARION	Australia	A56316
MARION	Bolivia	31215-A
MARION	Brazil	002.605.740
MARION	Canada	237/51313
MARION	Chile	267605
MARION	Colombia	111501
MARION	Finland	24814
MARION	Germany	1042287
MARION	United Kingdom	807754
MARION	India	10129
MARION	Indonesia	138022
MARION	Israel	12190
MARION	Japan	193347
MARION (Katakana)	Japan	2216890
MARION	Morocco	23133
MARION	New Zealand	30000
MARION	Norway	18368
M MARION & Design	Russia	58243

1 of 2

Exhibit A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration (*or Application) No.</u>
MARION	South Africa	978/31
MARION	Sweden	37479
MARION	Turkey	49432
MARION	United States	1,593,814
RIGHT-WEIGHT	United States	1,702,404

Exhibit B

Pending Intent-To-Use Trademark Application

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>
M MARION SCEPTOR & Design	United States	74/730,937

1 of 1

RECORDED: 06/29/1998
SEP 16 '97 16:50

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