

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-13-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD
8-11-98



100793231

AUG 11 1998

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
07151998

Name Drexel Industries, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Drexel Industries LLC

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 331 Maple Avenue, P.O. Box 248

Address (line 2) _____

Address (line 3) Horsham PA 19044

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization _____

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FOR OFFICE USE ONLY

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25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) Information & Trademark Office, Washington, D.C. 20231
Commissioner of Patents and Trademarks

SEP 11 1998 FRAME: 0717

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1203490"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

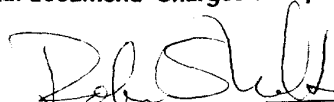
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Robin Sheldon



August 10, 1998

Name of Person Signing

Signature

Date Signed

Express Mail Label No. EM517586637US

ASSIGNMENT

Assignment ("Assignment"), dated as of July 15, 1998, between DREXEL INDUSTRIES, INC., a Delaware corporation ("Industries") and FORKLIFT ACQUISITION LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein have the meanings ascribed to them when first used or as otherwise set forth herein.

WHEREAS, Industries is the owner of the Intellectual Property (as the term "Intellectual Property" is defined herein);

WHEREAS, the parties have entered into a Contribution Agreement, dated July 15, 1998, in which Industries has contributed to the Company all of the right, title and interest in and to all of the assets of Industries including all of the Intellectual Property of Industries; and

WHEREAS, the parties wish to confirm Industries' contribution of Industries' Intellectual Property to Company by and through this Assignment;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which whereof is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. For the purposes of this Assignment, the term Intellectual Property shall mean:
 - (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including but not limited to those patents and patent applications set forth in Schedule "A" attached hereto;
 - (b) all trademarks, service marks, trade dress, logos, trade names, internet domain names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof, including all goodwill associated therewith (hereinafter the "Marks"), and all applications, registrations, and renewals in connection therewith, including but not limited to those registrations and applications for registration and all Marks set forth in Schedule "B" attached hereto;
 - (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;
 - (d) all mask works and all applications, registrations, and renewals in connection therewith;
 - (e) all trade secrets and

confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including all versions of such computer software as well as data and related documentation), (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

2. Industries does hereby sell, assign and transfer unto the Company, Industries' entire right, title and interest in and to the Intellectual Property, together with the goodwill associated therewith, under the laws of all jurisdictions.

3. Industries shall, upon request of the Company to supply all information and evidence relating to the Intellectual Property, testify in any legal proceeding relating thereto, execute all instruments proper to secure and maintain the Intellectual Property in the United States and foreign countries in the name of the Company, and execute all instruments proper to carry out the intent of this instrument.

4. Industries further assigns for the above consideration, any and all of Industries' claims and causes of action which may heretofore have arisen or which may hereafter arise for infringement or other violation of any right accruing from said Intellectual Property.

5. To the best of Industries' knowledge, the rights and property herein conveyed by the undersigned are free and clear of any encumbrance.

EXECUTED this 15th day of July, 1998,

DREXEL INDUSTRIES, INC.

By: George G. Landberg
Name: George G. Landberg
Title: President

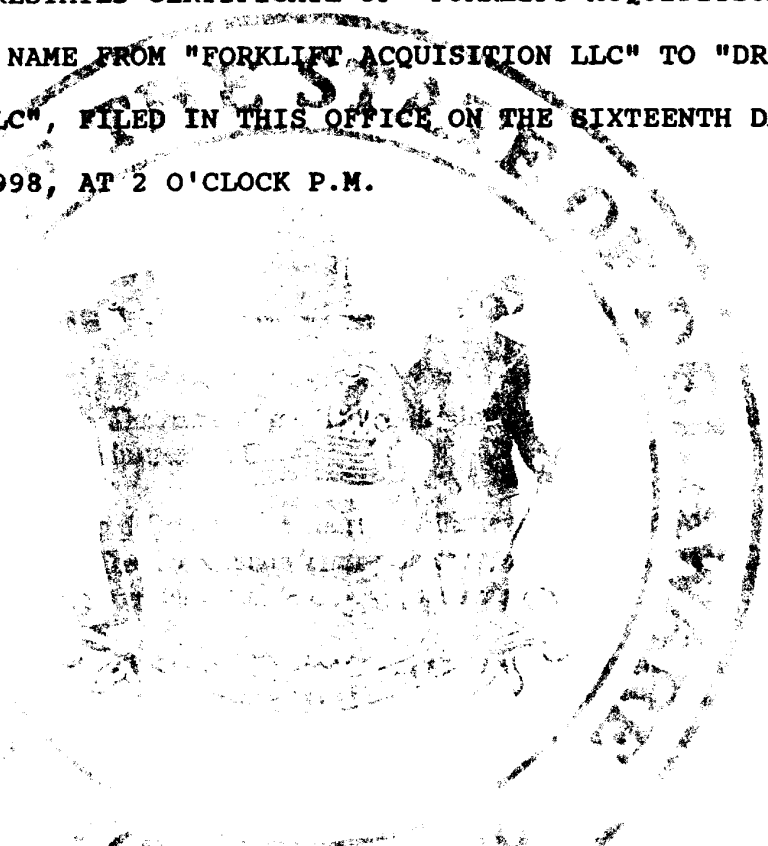
SCHEDULE "B"

Registered Trademarks and Applications for Trademark Registration

<u>COUNTRY</u>	<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
1. United States	1,218,344	Hi-Lo Temperature & Design	November 30, 1982	November 30, 2002
2. United States	1,203,490	Swingmast	August 3, 1982	August 3, 2002
3. United States	856,987	Drexamatic	September 17, 1968 (Renewed: September 17, 1988)	September 17, 2008
4. Canada	TMA 301,455	Hi-Lo Temperature & Design	April 4, 1985	April 4, 2000
5. Italy	489,996	Hi-Lo Temperature & Design	March 9, 1988	July 9, 2002
6. Switzerland	323,746	Hi-Lo Temperature & Design	January 7, 1983	January 7, 2003
7. Canada	TMA 286,772	Swingmast	January 13, 1984	January 13, 1999
8. Italy	404,434	Swingmast	February 17, 1986	July 9, 2002
9. Spain	984,012 M	Swing-Mast	April 20, 1982	April 20, 2002
10. Spain	984,013 M	DREXAMATIC	April 20, 1982	April 19, 2002

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "FORKLIFT ACQUISITION LLC", CHANGING ITS NAME FROM "FORKLIFT ACQUISITION LLC" TO "DREXEL INDUSTRIES LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF JULY, A.D. 1998, AT 2 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2909164 8100

981277186

AUTHENTICATION:

DATE:

9201881

07-17-98

TRADEMARK

REEL: 1767 FRAME: 0722

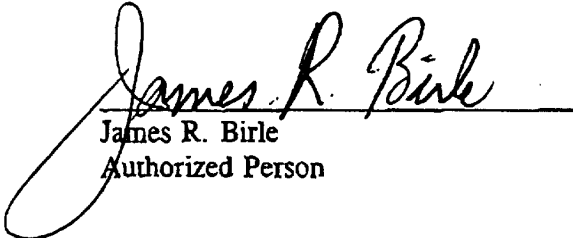
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
FORKLIFT ACQUISITION LLC

THIS AMENDED AND RESTATED CERTIFICATE OF FORMATION of Forklift Acquisition LLC (the "LLC"), dated July 9, 1998, has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. § 18-208, to amend and restate the original Certificate of Formation of the LLC, which was filed on June 16, 1998, with the Secretary of State of the State of Delaware (the "Certificate"), to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101, *et seq.*).

The Certificate is hereby amended and restated in its entirety to read as follows:

1. Name. The name of the limited liability company formed and continued hereby is Drexel Industries LLC.
2. Registered Office. The address of the registered office of the LLC in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
3. Registered Agent. The name and address of the registered agent for service of process on the LLC in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first written above.


James R. Birle
Authorized Person

EMK00226.003