



100847643

tab settings

attached original documents or copy thereof.

To the Honorable Commissioner of P:

Name of conveying party(ies):

Ludlow-Saylor, Inc.

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

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

Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: February 28, 1994

2. Name and address of receiving party(ies)

1998 OCT -6 PM 3: 20  
Name: Powerscreen USB Inc.

OPR/FINANCE  
Internal Address: \_\_\_\_\_

Street Address: 11001 Electron Drive

City: Louisville State: KY ZIP: 40299

- 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:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- (1) 377,154 (4) 1,187,346
- (2) 402,760 (5) 1,407,364
- (3) 807,460

Additional numbers attached?  Yes  No

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

Name: Cynthia L. Stewart

Internal Address: 32nd Floor

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: 400 West Market Street

City: Louisville State: KY ZIP: 40202-3363  
10/09/1998 DNGUYEN 00000029 377154

8. Deposit account number: \_\_\_\_\_

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

01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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.

Cynthia L. Stewart  
Name of Person Signing

*Cynthia L. Stewart*  
Signature

10/5/98

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK  
REEL: 1796 FRAME: 0609

## ASSIGNMENT OF REGISTERED MARKS

THIS ASSIGNMENT OF REGISTERED MARKS (the "Assignment") is entered into as of February 28, 1994, by LUDLOW-SAYLOR, INC., a Delaware corporation (the "Assignor"), with a business address at 1402 East Old Highway 40, Warrenton, Missouri 63383 to POWERSCREEN USB INC., a Delaware corporation (the "Assignee"), with a business address at 11001 Electron Drive, Louisville, Kentucky 40299.

WHEREAS the Assignor owns the following trademarks (the "Trademarks"), including, without limitation, all rights under a registration of the Trademarks on the Principal Register in the United States Patent and Trademark Office with the registration numbers and dates of issuance set forth below:

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Issuance</u>
Super-Loy	377,154	April 23, 1940
Arch-Crimp	402,760	August 10, 1943
Sta-Clear	598,371	November 23, 1954
Rek Tang	598,372	November 23, 1954
Sta-Smooth	605,330	May 3, 1955
Sta-Tru	605,663	May 10, 1955
LS	610,541	August 16, 1955
Ludloy	807,460	April 26, 1966
Hi-T Screen	1,187,346	January 26, 1982
Astrothane	1,407,364	September 2, 1986

WHEREAS, the Assignee is purchasing substantially all of the assets of the Assignor pursuant to the terms and conditions of an Assets Purchase Agreement dated as of February 4, 1994, between the Assignor and the Assignee, and joined in by Lukens Inc. and

Powerscreen International PLC (the "Assets Purchase Agreement");  
and

WHEREAS, in consideration for the payment of the Purchase Price (as defined in the Assets Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, title and interest in the Trademarks and their registrations;

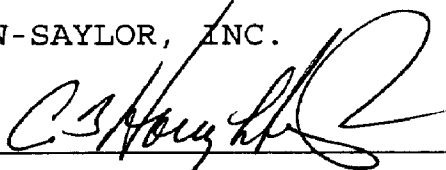
NOW, THEREFORE, this agreement reflects Assignor's assignment, conveyance and transfer unto the Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, all proceeds of infringement suits, rights to sue for past, present and future infringements, and all rights corresponding to the Trademarks throughout the world including, without limitation, the registrations.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment as of February 28, 1994, but actually on the dates set forth below.

ASSIGNOR:

LUDLOW-SAYLOR, INC.

By



Title:

President

Date:

February 28, 1994

ASSIGNEE:

POWERSCREEN USB INC.

By B. Cosgrove

Title: PRESIDENT

Date: FEB. 27, 1994

STATE OF Delaware )  
 ) SS  
COUNTY OF New Castle )

On this 28<sup>th</sup> day of February, 1994, before me appeared C. B. Houghton, Jr., the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of LUDLOW-SAYLOR, INC. (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

Roberta V. Davies  
NOTARY PUBLIC

My commission expires:  
11-21-95

STATE OF Delaware )  
 ) SS  
COUNTY OF New Castle )

On this 27<sup>th</sup> day of February, 1994, before me appeared B. Cosgrove, the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of POWERSCREEN USB INC. (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

Roberta V. Davies  
NOTARY PUBLIC

My commission expires:  
11-21-95

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217\docs\Ludlow.asn  
2/26/94 4:15 pm