

11-05-1998



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UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
BOX ASSIGNMENTS
WASHINGTON, DC 20231

10.22.98

RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

TO: THE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached documents:

SUBMISSION TYPE: New CONVEYANCE TYPE: Assignment EFFECTIVE DATE: Sept. 9, 1998
EXECUTION DATE: Sept. 9, 1998

CONVEYING PARTY: CLARK EQUIPMENT COMPANY, a Delaware corporation
200 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07675

RECEIVING PARTY: CLARK MATERIAL HANDLING COMPANY, a Delaware corporation
172 Trade Street, Lexington, Kentucky 40511

CORRESPONDENT'S NAME AND ADDRESS:
Jack E. Toliver
Smirz & Toliver PLC
2692 Richmond Rd., Ste. 202
Lexington, KY 40509-1542
Tel. (606) 335-0535 Fax: (606) 266-4754

PAGES: Total number of pages of the attached conveyance document: 2

TRADEMARK APPLICATION NUMBERS:

- 709269
- 838322
- 1,142,245
- 1,167,698
- 1,262,680
- 1,509,944
- 1,026,003
- 696,455
- 1,534,808

NUMBER OF PROPERTIES: Total involved: 9

FEE AMOUNT for properties listed: \$240.00
Method of Payment: enclosed check

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.

Jack E. Toliver Jack E. Toliver 10/20/98
Name of Person Signing Signature Date Signed

11/04/1998 JSHABAZZ 00000044 709269

01 FC:481
02 FC:482

40.00 OP
200.00 OP

ASSIGNMENT OF TRADEMARKS

WHEREAS CLARK EQUIPMENT COMPANY, a Delaware corporation ("Assignor"), is the owner of all rights, title and interest in the Trademarks and Registrations shown in Schedule A attached hereto and made a part hereof;

AND WHEREAS CLARK MATERIAL HANDLING COMPANY ("Assignee"), a Delaware corporation whose address is 172 Trade Street, Lexington, Kentucky 40501, U.S.A., is acquiring from Assignor the entire rights, title and interests therein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its entire right, title and interest in and to the Trademarks, together with the registrations shown in Schedule A, and any renewals thereof and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and in and to all rights of action arising therefrom, all claims for damages by reason of past, present and future infringement thereof, and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, together with the goodwill of the business symbolized thereby.

Dated: 9/9/98

CLARK EQUIPMENT COMPANY

By: 

Name: Ronald G. Heller

Title: Secretary

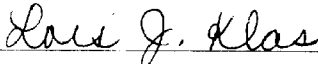
STATE OF NEW JERSEY

COUNTY OF BERGEN

On this the 9th day of Sept, 1998, before me, a Notary Public of the State of New Jersey United States of America, personally appeared Ronald G. Heller, who acknowledged himself to be the Secretary of Clark Equipment Company and acknowledged himself to be authorized to execute the foregoing Assignment of Trademarks on behalf of CLARK EQUIPMENT COMPANY.

IN WITNESS WHEREOF, I have set my hand and seal.

My Commission Expires:


Notary Public

LOIS J. KLAS
A NOTARY PUBLIC
OF NEW JERSEY
MY COMMISSION EXPIRES
AUGUST 16, 2000

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CLARK	709269	1/3/61
CLARK	838322	11/7/67
CLARK	1,142,245	12/09/80
CLARK	1,167,698	9/01/81
CLARK	1,262,680	12/27/03
CLARK	1,509,944	10/25/88
CLARK	1,026,003	12/02/75
CLARK	696,455	4/19/60
CLARK	1,534,808	4/11/89