

11-09-1998



100913393

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10/26/98

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

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

11/06/1998 JSHABAZZ 00000072 1751014

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1820 FRAME: 0084

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="1751014"/>	<input type="text" value="1105920"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1106606"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1104196"/>	<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.

Kimberly A. Wingate

Name of Person Signing

Kimberly A. Wingate

Signature

10/21/1998

Date Signed

PATENT AND TRADEMARK ASSIGNMENT

This Assignment is made as of the 24th day of July, 1998, by DewEze Manufacturing, Inc., a Pennsylvania corporation ("Assignor"), for the benefit of Harper Industries, Inc., a Kansas corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Sale and Purchase Agreement, dated June 22, 1998, by and between Assignor and Assignee (the "Agreement"), Assignor agreed to assign to Assignee certain Patents and Trademarks (as defined in the Agreement) described below in consideration of certain payments by Assignee to Assignor (as more fully described in the Agreement); and

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described above and for other good and valuable consideration set forth in the Agreement, Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents and Trademarks, including without limitation those Patents and Trademarks listed below, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any (collectively, the "Property"):

<u>Patent</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Auxiliary power take off assembly and method (for Ford '94 - '98 model years)	5,588,325	12-31-96
Adjustable rotary drum bale cutter apparatus and method (Rotocut)	5,368,238	11-29-94
Reciprocating blade bale cutter (Super Slicer)	5,340,042	08-23-94
Slope mower with improved blade housing floatation	5,161,353	11-10-92
Slope mower with rear drive assembly	5,085,042	02-04-92
Bale wrapper	5,012,631	05-07-91
Slope mower with side frames	4,869,054	09-26-89
Slope mower	4,707,971	11-24-87
Round bale handler	4,621,776	11-11-86
Truck bed bale lift (flatbed)	4,594,041	06-10-86
Grain drill suspension system	4,519,325	05-28-85

<u>Patent</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Bale transfer carrier	4,411,572	10-25-83
Round bale loader, unloader and unroller	4,044,963	08-30-77

<u>Foreign Patent</u>	<u>Foreign No.</u>	<u>Issue Date</u>
Auxiliary power take-off assembly and method (Serial No. 2,170,578)	Canada - 1452877	05-23-96
Slope mower	Canada - 1290153	10-08-91
Slope mower with side frames	Canada - 1277500	12-11-90
Slope mower with side frames (Serial No. 181625/89)	Japan - 1923544	04-25-95

Patent Pending

Rotary drum bale cutter with reprocessing chamber	Application No. 09/020,834	Filing Date 02-09-98
Auxiliary power take off assembly and method (for Ford '99 model year and beyond)	Docket No. 98,170	Docket Date 05-15-98
Flatbed improvement; synchronized squeeze arms (Improved large bale lift # 08/941,404)	Docket No. PTO-1449	Docket Date 04-16-98

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ATM	1751014	02-09-93
DewEze	1106606	11-21-78
Bale Pickup	1104196	10-17-78
Bale Hugger	1105920	11-14-78

Notwithstanding the foregoing, Assignor retains all of its right, title and interest in and to U.S. Patent No. 5,538,388, issued July 23, 1996, relating to a grain cart equipped with independent hydraulically driven discharge augers.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, if applicable, and as appropriate, the corresponding officials of the several states and of all foreign countries to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Property and all applications for any of the same, which are assigned to Assignee by this instrument; provided, however, that Assignee shall undertake all action, if any, required by such Commissioner or officials to transfer said Patents and Trademarks and record the same; provided, further, that after said transfer Assignee shall bear all recordation, maintenance and renewal fees for said Patents and Trademarks.

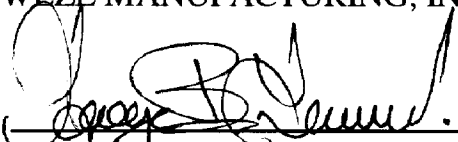
Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of the State of Kansas.

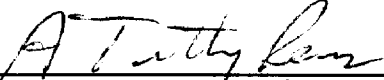
This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed this Patent and Trademark Assignment on the date first-above written.

DEWEZE MANUFACTURING, INC.

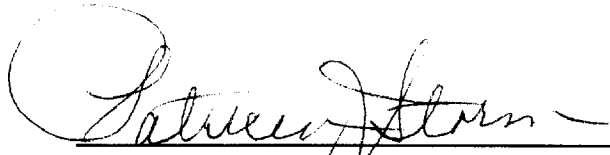
By: 
Name: GEORGE B. LENNON, JR.
Title: VICE PRESIDENT

HARPER INDUSTRIES, INC.

By: 
Name: A. TIMOTHY HARPER
Title: PRESIDENT

Commonwealth
STATE OF Pennsylvania
COUNTY OF Philadelphia SS

Before me, a Notary Public in and for the County and State aforesaid, appeared George B. Lemmon, Jr. to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.


Notary Public

(Notarial Seal)

My commission expires: 2-12-2000

Notarial Seal
Patricia J. Storm, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Feb. 12, 2000
Member, Pennsylvania Assoc. of Notaries