



To the Honorable Commissioner of I

100950138

Attached original documents or copy thereof

1 Name of conveying party(ies):
 ALVEY SYSTEMS, INC.
 THE BUSCHMAN COMPANY
 BUSSE BROS., INC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware, Ohio and Wisconsin
 respectively
 Other _____

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

2. Name and address of receiving party(ies)

Name: WHITE SYSTEMS, INC.
 Internal Address: 30 Boright Avenue, Kenilworth, NJ 07033
 Street Address: 30 Boright Avenue
 City: Kenilworth State: NJ Zip 07033
 Country: U.S.A.

3 Nature of conveyance: MD 1-12-99

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 11, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 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

4 Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

1,166,977

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

Name: STEPHEN B. GOLDMAN
 Internal Address: LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK, LLP
 Street Address: 600 South Avenue West
 City: Westfield State: NJ ZIP: 07090

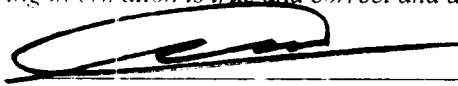
6. Total Number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-1095
 (Attach duplicate copy of this page if paying by deposit account)

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

STEPHEN B. GOLDMAN  1/12/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

01/21/1999 WATKINS 0000016 121095 1166977 40.00 CU

TRADEMARK ASSIGNMENT

WHEREAS, ALVEY SYSTEMS, INC., a Delaware corporation having a place of business at 9301 Olive Boulevard, St. Louis Missouri 63132; THE BUSCHMAN COMPANY, an Ohio corporation having a place of business at 10045 International Boulevard, Cincinnati Ohio 45246; and BUSSE BROS., INC., a Wisconsin corporation having a place of business at 124 N. Columbus Street, Randolph Wisconsin 53956, as Assignors and parties to a certain Security Interest recorded in the Trademark Title records of the United States Patent and Trademark Office on March 5, 1996 at Reel 1404 Frames 0524 et seq., in and to U.S. Trademark Registration No. 1,166,977; registered September 1, 1981; for the mark WHITE (and design) ("Trademark").

WHEREAS, WHITE SYSTEMS, INC. (formerly White Storage & Retrieval Systems, Inc.), a New Jersey corporation having a place of business at 30 Boright Avenue, Kenilworth, New Jersey 07033 as Assignee, owner and party to the aforesaid Security Interest is desirous of acquiring all right, title and interest in and to the Trademark and the registration thereon, including any interest in the Trademark and trademark registration thereon which have been or are now held or enjoyed by any one of the Assignors, together with the goodwill of the business symbolized by the Trademark and the registration thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors, hereby individually and collectively sell, assign and set over to the Assignee, the entire right, title and interest in and to the Trademark and the registration thereon which they have, now hold or could hold, together with the goodwill of the business symbolized by the Trademark and the registration thereon, including all claims for damages by reason of any past, present or future infringement of the Trademark, with the right to sue for and collect the same for the Assignees' own use and behalf, and the Assignors agree, at the sole cost and expense of the Assignee, to execute, acknowledge and deliver any further instruments and documents and to take all such further actions or to comply with any applicable Federal or State Laws which may be necessary or appropriate in order to carry out the intentions and purposes of this Assignment of the Trademark to the Assignee.

IN WITNESS WHEREOF, the parties have caused this
Trademark Assignment to be executed by their duly authorized
officers at the places and on the days and dates indicated

ALVEY SYSTEMS, INC.

J.A. Sharp
By: J.A. SHARP
Title: SVP/CFO

STATE OF Missouri :
 :SS:
COUNTY OF St Louis :

On this 11 day of JAN, 1999, before me
personally came the above-named J.A. Sharp to me personally known
as the individual(s) who executed the foregoing instrument, who
acknowledged to me that the same was executed by of
own free will for the purposes therein set forth.

MICHELE GIBBONS

Michele Gibbons
Notary Public

Notary Public - State of Missouri
St. Charles County

My Commission Expires Oct. 7, 2001

BUSCHMAN COMPANY

J.A. Sharp
By: J.A. SHARP
Title: SVP/CFO

STATE OF Missouri :
 :SS:
COUNTY OF St Louis :

On this 11 day of JAN, 1999, before me
personally came the above-named J.A. Sharp to me personally known
as the individual(s) who executed the foregoing instrument, who
acknowledged to me that the same was executed by of
own free will for the purposes therein set forth.

MICHELE GIBBONS

Michele Gibbons
Notary Public

Notary Public - State of Missouri
St. Charles County

My Commission Expires Oct. 7, 2001

By: *J.A. Sharp* J.A. SHARP
Title: CFO

STATE OF *Missouri* :
 : SS:
COUNTY OF *St Louis* :

On this 11 day of JAN, 1999, before me personally came the above-named *J.A. Sharp* to me personally known as the individual(s) who executed the foregoing instrument who acknowledged to me that the same was executed by _____ of _____ own free will for the purposes therein set forth.

Michele Gibbons
Notary Public

MICHELE GIBBONS
Notary Public - State of Missouri
St. Charles County
My Commission Expires Oct. 7, 2001

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