



100959019

To the Assistant C

Attached original documents or copy thereof.

MP02-4-99

1. Name of conveying party:  
KERSHAW MANUFACTURING COMPANY, INC.

- Individual(s)
- General Partnership
- Corporation-State of Alabama
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):  
 Name: PROGRESS RAIL SERVICES CORPORATION  
 Internal Address: \_\_\_\_\_  
 Street Address: One Progress Plaza  
 City: St. Petersburg State: Florida Zip: 33701

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Alabama
- Other \_\_\_\_\_

3. Nature of conveyance:

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

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

Execution Date: 12/07/98

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark registration No.(s)  
 1,320,112  
 851,859

Additional numbers attached?  Yes  No

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

Name: JAMES E. BRADLEY  
 Internal Address: FELSMAN, BRADLEY, VADEN, GUNTER & DILLON, LLP  
One Riverway, Suite 1100  
Houston, Texas 77027

Street Address: Same

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 1.21(h)).....\$ 80.00  
 Enclosed  
 Authorized to charge any additional fees due to deposit account

8. Deposit Account Number: Felsman Bradley Gunter & Dillon, LLP  
06-0580

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

02/05/1999 DNGUYEN 00000316 1320112

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
 02 FC:481 25.00 OP  
 03 FC:481 15.00 OP

I hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

JAMES E. BRADLEY  
Name of Person Signing

James E. Bradley  
Signature

Feb 1, 1999  
Date

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

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

I hereby certify this document is deposited with the United States Postal Service  
 1st Class Mail in an envelope addressed Commissioner of Patents and Trademarks,  
 Washington, D.C. 20231 on 2-1, 1999.

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U. S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## ASSIGNMENT OF TRADEMARKS

WHEREAS, The Kershaw Manufacturing Company, Inc., (hereinafter "Kershaw") an Alabama corporation with its principal place of business in Montgomery, Alabama, has adopted and used each Trademark set forth on the attached Exhibit "A" (collectively, the "Trademarks" and individually the "Trademark"); and

WHEREAS, Kershaw has entered into an Agreement with Progress Rail Services Corporation (hereinafter "Progress"), an Alabama corporation with its principal place of business in Albertville, Alabama, whereby Progress intends to purchase specific assets of Kershaw for good sufficient consideration as set forth in the Agreement; and,

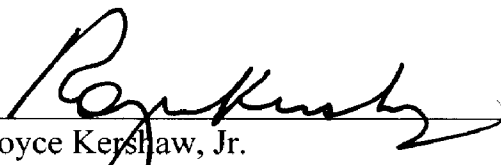
WHEREAS, Progress desires to acquire said mark;

NOW, THEREFORE, be it known that for and in consideration of good and valuable consideration as set forth in the Agreement, the receipt of which is hereby acknowledged, Kershaw has SOLD, ASSIGNED, AND TRANSFERRED and by these presents does SELL, ASSIGN, AND TRANSFER unto Progress the entire right, title, and interest in and to each Trademark and the registration thereof together with the goodwill of the business known as Kershaw Manufacturing Company, Inc., in connection with which such mark is used; together with the right to sue for and collect any back damages as a result of infringement of any such mark.

EXECUTED, this 7 day of December, 1998.

THE KERSHAW MANUFACTURING COMPANY, INC.

By:

  
\_\_\_\_\_  
Royce Kershaw, Jr.  
Its President

S:\EPruit\RGilpin\Kershaw\trademark assignment\_#2.wpd December 4, 1998 1:32 PM

TRADEMARK  
REEL: 1849 FRAME: 0541

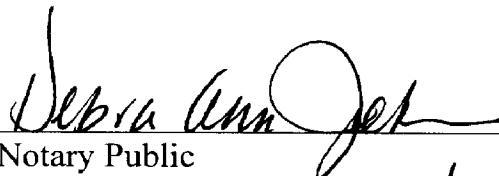
STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said State and said County, hereby certify that Royce Kershaw, Jr., whose name as President of The Kershaw Manufacturing Company, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

GIVEN under my hand this the 7<sup>th</sup> day of December, 1998.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/4/2002

**Exhibit "A"**  
**to**  
**Assignment of Trademarks**

1. Trademark, Supplemental Register, "KERSHAW" name and graphic design  
No. 1,320,112; Feb. 12, 1985
2. Trademark, Principal Register, "KERSHAW" name  
No. 851,859; July 2, 1968, OG Date Sept. 27, 1988