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1-20-99

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03-04-1999

Docket No.:

115032-1



Tab settings

To the Honorable Commissioner of Patents

100976231

ached original documents or copy thereof.

1. Name of conveying party(ies):

Bartlett Lifting Devices, Inc.
6830 W. 63rd Street
Chicago, Illinois 60638

Name and address of receiving party(ies):

Name: Kalmar Industries USA Inc.

Internal Address: 415 East Dundee

Street Address: 415 East Dundee

City: Ottawa State: KS ZIP: 66067

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other _____

- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Texas
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 1-5-99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0821487

Additional numbers Yes No

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

Name: Kenneth M. Neisman

Internal Address: 3000 Thanksgiving Tower

1601 Elm Street

Street Address: 1601 Elm Street

City: Dallas State: TX ZIP: 75201

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:

070153

03/04/1999 JSHABOZZ 00000051 070153 0821487

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1863 FRAME: 0845

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (hereinafter "ASSIGNMENT") is effective as of January 5, 1999, by and between Bartlett Lifting Devices, Inc., a corporation of the State of Illinois, which has its principal office at 6830 W. 63rd St., Chicago, Illinois 60638 (hereinafter "ASSIGNOR"), and Kalmar Industries USA Inc., a corporation of the State of Texas, which has its principal office at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, has used and is using the trademark "BARTLETT" (hereinafter "TRADEMARK") and owns U.S. Registration No. 821,487, which was issued on January 3, 1967 (hereinafter "REGISTRATION") for said TRADEMARK;

WHEREAS, ASSIGNOR is desirous of assigning the entire right, title and interest in and to the TRADEMARK and the REGISTRATION to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the TRADEMARK and the REGISTRATION;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree to the following:

1. ASSIGNOR warrants that: ASSIGNOR has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the TRADEMARK or the REGISTRATION.
2. ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all right, title and interest in and to the TRADEMARK and the REGISTRATION, including, without limitation the following: all renewals therefor; all proceeds therefor, including, but not limited to, all license royalties and proceeds of infringement suits; the right to sue for past, present, and future infringements; and the goodwill of the business associated with and symbolized by the TRADEMARK.
3. ASSIGNOR agrees to execute all papers and to perform such other proper acts as ASSIGNEE may deem necessary to secure to ASSIGNEE or to its designee the rights herein assigned.
4. This ASSIGNMENT may not be altered, amended, or modified except by a writing signed by both ASSIGNOR and ASSIGNEE. This ASSIGNMENT shall be binding upon ASSIGNOR and its partners, successors, and assigns, and shall inure to the benefit of ASSIGNEE and its successors and assigns.

This ASSIGNMENT is being executed on the date set forth above.

BARTLETT LIFTING DEVICES, INC.

By: 

Frederick P. Bartlett, President

KALMAR INDUSTRIES USA INC.

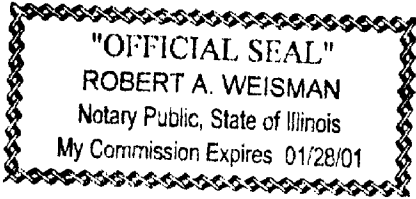
By: 

Frank Tubbert, Senior Vice President

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, a Notary Public, on this day personally appeared Frederick P. Bartlett, known to me to be the person and Officer of Bartlett Lifting Devices, Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Frederick P. Bartlett, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of January, 1999.



Robert A. Weisman
Notary Public in and for the State of Illinois

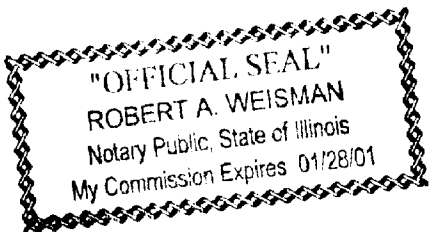
Printed Name of Notary

My Commission Expires: _____

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, a Notary Public, on this day personally appeared Frank Tubbert, known to me to be the person and Officer of Kalmar Industries USA Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Frank Tubbert, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of January, 1999.



Robert A. Weisman
Notary Public in and for the State of Illinois

Printed Name of Notary

My Commission Expires: _____

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (hereinafter "ASSIGNMENT") is effective as of January 5, 1999, by and between Bartlett Lifting Devices, Inc., a corporation of the State of Illinois, which has its principal office at 6830 W. 63rd St., Chicago, Illinois 60638 (hereinafter "ASSIGNOR"), and Kalmar Industries USA Inc., a corporation of the State of Texas, which has its principal office at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, has used and is using the trademark "BARTLETT" (hereinafter "TRADEMARK") and owns U.S. Registration No. 821,487, which was issued on January 3, 1967 (hereinafter "REGISTRATION") for said TRADEMARK;

WHEREAS, ASSIGNOR is desirous of assigning the entire right, title and interest in and to the TRADEMARK and the REGISTRATION to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the TRADEMARK and the REGISTRATION;

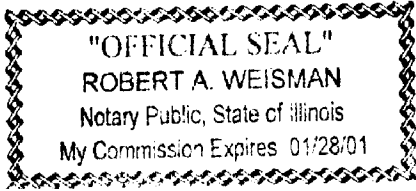
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree to the following:

1. ASSIGNOR warrants that: ASSIGNOR has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the TRADEMARK or the REGISTRATION.
2. ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all right, title and interest in and to the TRADEMARK and the REGISTRATION, including, without limitation the following: all renewals therefor; all proceeds therefor, including, but not limited to, all license royalties and proceeds of infringement suits; the right to sue for past, present, and future infringements; and the goodwill of the business associated with and symbolized by the TRADEMARK.
3. ASSIGNOR agrees to execute all papers and to perform such other proper acts as ASSIGNEE may deem necessary to secure to ASSIGNEE or to its designee the rights herein assigned.
4. This ASSIGNMENT may not be altered, amended, or modified except by a writing signed by both ASSIGNOR and ASSIGNEE. This ASSIGNMENT shall be binding upon ASSIGNOR and its partners, successors, and assigns, and shall inure to the benefit of ASSIGNEE and its successors and assigns.

STATE OF ILLINOIS §
COUNTY OF COOK §

Before me, a Notary Public, on this day personally appeared Frederick P. Bartlett, known to me to be the person and Officer of Bartlett Lifting Devices, Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Frederick P. Bartlett, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of January, 1999.



Robert A. Weisman
Notary Public in and for the State of Illinois

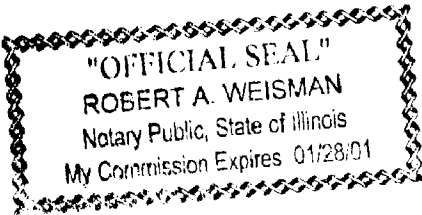
Printed Name of Notary

My Commission Expires: _____

STATE OF ILLINOIS §
COUNTY OF COOK §

Before me, a Notary Public, on this day personally appeared Frank Tubbert, known to me to be the person and Officer of Kalmar Industries USA Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Frank Tubbert, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of January, 1999.



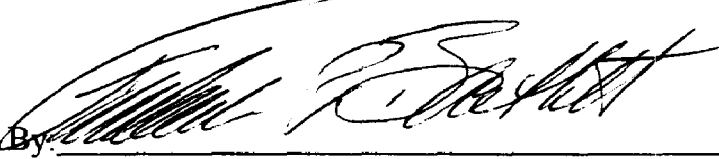
Robert A. Weisman
Notary Public in and for the State of Illinois

Printed Name of Notary

My Commission Expires: _____

This ASSIGNMENT is being executed on the date set forth above.

BARTLETT LIFTING DEVICES, INC.

By: 

Frederick P. Bartlett, President

KALMAR INDUSTRIES USA INC.

By: 

Frank Tubbert, Senior Vice President