

06-04-1999



101055808

2317-A, 1809, 2910

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6.1.99

Rexworks Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State of Delaware  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 18, 1997

2. Name and address of receiving party(ies)

Name: CMI Limited Partnership

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 1985

City: Oklahoma City State: OK Zip: 73101

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☒ Limited Partnership -State of Oklahoma  
☐ Corporation  
☐ 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,711,215 1,984,709 2,070,617

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jason E. Pauls, Esq.

Internal Address: Reinhart, Boerner, Van Deuren

Norris & Rieselbach, s.c.

P.O. Box 514000

Milwaukee, WI 53203-3400

Street Address: 1000 North Water Street, Ste. 2100

City: Milwaukee State: WI Zip: 53202-0900

6. Total number of applications

and registrations involved: ..... 3

7. Total fee (37 CFR 3.41)..... \$90.00

☒ Enclosed

☐ Authorized to be charged to deposit account

☒ Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(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.*

Jason E. Pauls  
Name of Person Signing

Jason E. Pauls  
Signature

May 26, 1999  
Date

Total number of pages including cover sheet, attachments, and document: [6]

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

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made this 18th day of December, 1997 by and between Rexworks Inc., a Delaware corporation ("Seller"), and CMI Limited Partnership, an Oklahoma limited partnership ("Buyer").

### RECITALS

A. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement, dated as of October 1, 1997 (the "Agreement"), by and between Seller and CMI Corporation, an Oklahoma corporation ("CMI"). Capitalized terms appearing in this Assignment and not otherwise defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

B. CMI has assigned to Buyer all of its rights and obligations under the Agreement.

### AGREEMENTS

In consideration of the recitals and mutual agreements which follow and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Assignment of Trademarks. Seller assigns to Buyer all of Seller's right, title and interest worldwide in and to any trademarks, service marks or trade dress to which Seller has claims and which relate solely to the Divisions or are used exclusively in the operation of the Divisions (including, without limitation, all common-law and other rights in said trademarks, service marks and trade dress), and any registrations or applications for registration of same, including, without limitation, those listed on Schedule A attached hereto, along with all of the goodwill associated with the foregoing.

2. Assignment of Patents and Inventions. Seller assigns to Buyer all of Seller's right, title and interest worldwide in and to any patents, patent applications or patentable inventions to which Seller has claims and which relate solely to the Divisions or are used exclusively in the operation of the Divisions, including, without limitation, any right, title or interest that Seller may have in those patents and patent applications listed on Schedule B attached hereto, and in and to any continuations, divisionals, foreign filings, continuations-in-part, extensions or reissuances that may result from such patents or applications, and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions on which such patents or patent applications are based. Seller shall render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, renewal, or extended patents of the United States or of any and all foreign countries on the foregoing, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

3. Assignment of Copyrights. Seller assigns to Buyer all of Seller's right, title and interest worldwide in and to any copyrightable works to which Seller has claims and which relate solely to the Divisions or are used exclusively in the operation of the Divisions, and any registrations, or applications for registration, of same, including, without limitation, all of the exclusive rights listed in 17 U.S.C. §106 and any copyright renewal terms available for any such registrations, and in and to any copyright registrations that may result from such applications.

4. Assignment of Trade Secrets. Seller assigns to Buyer all of Seller's right, title and interest worldwide in and to all of Seller's trade secrets, unfiled patent applications or invention disclosures, confidential information and know-how which relate solely to the Divisions or are used exclusively in the operation of the Divisions.

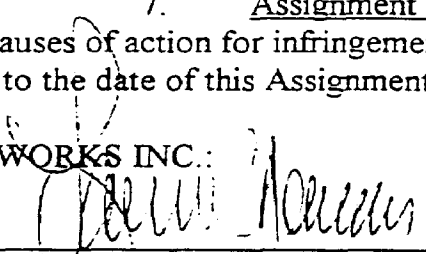
5. The trademarks, patents, inventions, copyrightable works, trade secrets and other intellectual properties and rights assigned to Buyer pursuant to this Assignment (collectively, the "Intangible Assets") are transferred and sold subject to and with the benefit of all of the terms and conditions of the Agreement and all of the representations, warranties and covenants contained therein.

6. From and after the date hereof, Seller shall from time to time, at the request of Buyer and at Buyer's sole cost and expense, execute and deliver to Buyer such other instruments of conveyance and transfer and take such other action as Buyer may reasonably request so as to more effectively transfer and assign and deliver and vest in Buyer all of Seller's right, title and interest to the Intangible Assets.

7. Assignment of Accrued Enforcement Rights. Seller assigns to Buyer any causes of action for infringement of any of the Intangible Assets that may have accrued prior to the date of this Assignment.

REXWORKS INC.:

BY

  
Laurance R. Newman, President and  
Chief Executive Officer

State of Wisconsin                     )  
   : SS  
County of Milwaukee                 )

This instrument was acknowledged before me on December 18, 1997, by Laurance R. Newman as President and Chief Executive Officer of Rexworks Inc.

[Seal]

Tanya R. Braga  
( Tanya R. Braga )  
Notary Public, State of Wisconsin  
My Commission expires 12-5-99

CMI LIMITED PARTNERSHIP.

By: CMI Corporation, General Partner.

BY

Its Senior Vice President

State of Oklahoma )

: SS

County of Oklahoma )

This instrument was acknowledged before me on December 18,  
1997, by Jim D. Holland as Senior Vice President of CMI Corporation, General Partner, of CMI Limited Partnership.

[Seal]

Carol S. Wooden  
( Carol S. Wooden )  
Notary Public, State of Oklahoma  
My Commission 1-21-2001

## Schedule A

### A. Issued Trademark Registrations (U.S.)

<u>Trademark</u>	<u>Registration #</u>
MAXIGRIND	1,711,215
MEGAGRIND	1,984,709

### B. Pending Trademark Applications (U.S.)

<u>Trademark</u>	<u>Application #</u>
MAXI-RECYCLER	74-600,901
BIOGRIND	74-732,805