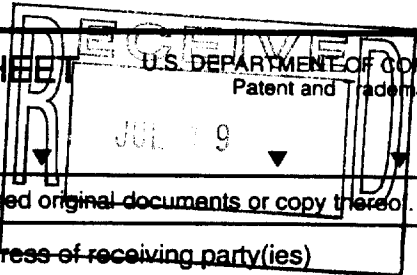


07-23-1999



ON FORM COVER SHEET  
EMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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emarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHAMPION ROAD MACHINERY LIMITED

- Individual(s)
- General Partnership
- Corporation-State: Canada
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: GLOBAL ASPHALT PRODUCTS, INC.

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

Street Address: 1445 Sheffler Drive

City: Chambersburg State: PA ZIP: 17201-4832

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Pennsylvania
- 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

3. Nature of conveyance:

7-19-99

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

Execution Date: May 12, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,899,582  
2,081,368

Additional numbers attached?  Yes  No

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

Name: David V. Radack, Esquire

Internal Address: Eckert Seamans

Cherin & Mellott, LLC

Street Address: 600 Grant Street

44th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2556

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

07/22/1999 DNGUYEN 00000347 022556 1899582

DO NOT USE THIS SPACE

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07 FC:482 25.00 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.

David V. Radack

Name of Person Signing

Signature

July 16, 1999

Date

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

6

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of the 12th day of May, 1999, between **CHAMPION ROAD MACHINERY LIMITED**, a Canadian corporation (the "**Assignor**") having its principal place of business at P.O. Box 10, 160 Maitland Road, Goderich, Ontario, Canada N7A 3Y6, and **GLOBAL ASPHALT PRODUCTS, INC.**, a Pennsylvania corporation (the "**Assignee**") having its principal place of business at 1445 Sheffler Drive, Chambersburg, Pennsylvania.

## **PREAMBLE:**

1. The Assignor owns the patents (the "**Patents**") and trademarks (the "**Trademarks**") listed in Exhibit A to this Agreement (collectively the "**Intellectual Property**").
2. The Assignee wishes to acquire the entire rights in and to the Intellectual Property, and the Assignor is willing to assign such rights to the Assignee on certain terms and conditions.
3. Capitalized terms used but not defined herein have the meanings given in the Asset Purchase Agreement dated as of May 12, 1999 between the Assignee and Champion Road Machinery Inc.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Trademarks. The Assignor hereby sells, assigns, transfers and sets over to the Assignee, its successors and assigns, with effect as of the Effective Date, the Assignor's entire right, title and interest in and to the Trademarks and to the goodwill of the business symbolized by the Trademarks, said right, title and interest to be held and enjoyed by said the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2. Patents. The Assignor does hereby sell, assign, transfer and set over to said Assignee, its successors and assigns, with effect as of the Effective Date, Assignor's entire right, title and interest in and to the Patents and to the inventions covered by the Patents, and any reissue of said Patents, said right, title and interest to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment not been made.

3. Gilcrest Settlement Agreement. Effective as of the Effective Date, the Assignor assigns to the Assignee, and the Assignee assumes, all of the Assignor's right, title, interest, obligations and liabilities in, to and under the Settlement Agreement, as amended, between the Assignor and Gilcrest Propaver, Inc. (the "**Gilcrest Agreement**"), other than any Liabilities incurred as a direct result of the Assignor not performing its obligations set out in the Gilcrest Agreement. The Assignor shall indemnify and hold harmless the Assignee from and against any and all Liabilities incurred by the Assignee as a direct result of the Assignor not performing its obligations set out in the Gilcrest Agreement.

4. Indemnification. Effective as of the Effective Date, the Assignee shall assume and indemnify and hold harmless the Assignor from and against any and all Liabilities incurred by the Assignor for, in respect of, under or arising from the Intellectual Property except as set out in Section 3 of this Agreement. To the best of the Assignor's knowledge and other than those matters which are the subject of the Gilcrest Agreement, the Assignor represents and warrants to the Assignee that, as of the date of this Agreement, there are no such Liabilities known to the Assignor.

5. Successors and Assigns. This Agreement is binding upon, and enures to the benefit of, the parties and their successors and assigns.

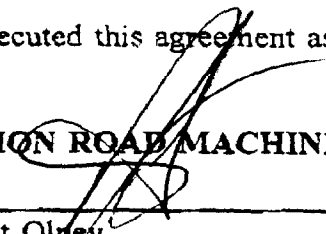
6. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to its subject matter, and may be amended only by the written agreement of the parties.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws provisions.

8. Counterparts. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

**CHAMPION ROAD MACHINERY LIMITED**

By:   
Name: Pat Olney  
Title: Chief Financial Officer

**GLOBAL ASPHALT PRODUCTS, INC.**

By:   
Name: Hugh Latimer  
Title: President

10858832.02

COMMONWEALTH/PROVINCE OF PA )  
 )  
COUNTY OF )

SS:

On this 28 day of May, 1999, before me personally came

Hugh Latimer, to me known, who being duly sworn did depose and say, that he/she is the President of GLOBAL ASPHALT PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Rosemary E. Martin  
Notary Public

[NOTARIAL SEAL]

Notarial Seal  
Rosemary E. Martin, Notary Public  
Harrisburg, Dauphin County  
My Commission Expires May 13, 2000

COMMONWEALTH/PROVINCE OF ONT )  
 )  
COUNTY OF )

SS:

On this 18<sup>th</sup> day of May, 1999, before me personally came

Patrick O'Leary, to me known, who being duly sworn did depose and say, that he/she is the Chief Financial Officer of CHAMPION ROAD MACHINERY LIMITED, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

[Signature]  
Notary Public

[NOTARIAL SEAL]

## Exhibit A

### I - Patents

<u>U.S.A. Patent Number</u>	<u>Description</u>
5,139,362	Heat Passage Tunnel for Screed Burner
5,341,895	Movable Control Console
D357453	Instrument Console
D357454	Instrument Console
5,378,956	Moisture Resistant Ceramic Igniter for a Burner
5,479,908	Engine Speed Control Devise
5,492,433	Travelling Ski Grade Reference for Asphalt Paving Machine
5,531,542	Dual Auger/Conveyor Drive for Paver
5,507,591	Power Crown on Asphalt Machine
5,543,180	Moisture Resistant Ceramic Igniter for a Burner

### II - Trademarks

<u>Registration Number</u>	<u>Country</u>	<u>Description</u>
1899582	United States	PRO-PAV SERIES
2081368	Germany	PRO-PAV SERIES