

ASSIGNMENT AGREEMENT - INTELLECTUAL PROPERTY

AGREEMENT, dated the 28th day of July, 1999 made by CUNNINGHAM INVESTMENT CORPORATION F/K/A TRANSCRAFT CORPORATION, a Delaware corporation ("Seller"), WILLIAM R. CUNNINGHAM REVOCABLE TRUST ("Shareholder") and WILLIAM R. CUNNINGHAM ("Wm. Cunningham") in favor of TRANSCRAFT CORPORATION F/K/A TRANSCRAFT ACQUISITION CORP., a Delaware corporation ("Purchaser").

WHEREAS, Purchaser, Seller, Shareholder and Wm. Cunningham are parties to that certain Asset Purchase Agreement, dated as of March 16, 1999 (as amended June 23, 1999), pursuant to which Purchaser has agreed to purchase from Seller and Seller has agreed to sell to Purchaser substantially all of the assets and business as a going concern of Seller.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Shareholder and Wm. Cunningham, Seller, Shareholder and Wm. Cunningham agree as follows:

1. Seller hereby sells, assigns, transfers, conveys, sets over and delivers unto Purchaser, its successors and assigns, all of Seller's right, title and interest, free and clear of any lien, claim, charge, security interest, pledge, mortgage, assessment, preferential arrangement with a creditor, restriction of any kind or other encumbrance, in to and under: (i) all patents, patent registrations and patent applications (and the patents which issue on any such applications), including all improvements thereon now or hereafter made or used by Seller in connection with the business of Seller including those patents, patents under license, to the extent such patent licenses do not prohibit Seller, as licensee, from assigning its rights hereunder, and patent applications described on Exhibit A hereto (the "Patents"); (ii) any reissue, extension or renewal of any Patent or improvements thereon and any divisions, continuations, continuations-in-part or substitute applications which may be filed upon such Patents or improvements; (iii) all rights corresponding thereto throughout the world, and all products, proceeds and income thereof, including, without limitation, any and all causes of action, claims, demands and other rights for or arising from any infringement, including past, present and future infringements, of said Patents and rights for the full term thereof, including any extension, and Seller hereby authorizes and requests the issuing authority to transfer all Patents on Exhibit A to Purchaser, as assignee of the entire interest thereof; (iv) the trademarks, servicemarks and trademarks or servicemarks under license, to the extent such licenses do not prohibit Seller, as licensee, from assigning its rights hereunder, listed on Exhibit B hereto and the applications therefor and registrations thereof ("Trademarks"), together with the goodwill of the Seller's business symbolized by and associated with the use of the Trademarks, and all products, proceeds, and income thereof including, without limitation, all rights corresponding thereto throughout the world for past, present or future infringement, dilution or injury to the associated goodwill of the trademarks; (v) each of the trade names listed on Exhibit C hereto (the "Trade Names"); (vi) any and all trade dress or product or packaging design or configuration, used anywhere



in the world, which is used in conjunction with the Seller's business; (vii) any and all copyrights and copyrights under license, all rights granted to Seller under the copyright laws of the United States and foreign governmental authorities, whether or not registered, including all renewals and rights to renew and extend therein, that is used in connection with the Seller's business listed on Exhibit D hereto (the "Copyrights"); and (viii) all of the Seller's Technology (as defined below), in each case, including, without limitation, any and all causes of actions, claims, demands and other rights for or arising from any infringement, including past infringements, of any right of Seller with respect to the Patents, Trademarks, Trade Names and the Seller's Technology.

2. For purposes of this Agreement, the "Seller's Technology" means all of Seller's right, title and interest in, to and under any and all current technologies, inventions, including patentable and non-patentable discoveries, concepts, ideas, processes, methods, formulae, compositions, apparatus and all improvements thereof, computer software (source and object code), information, documentation, data, trade secrets, know-how, and research and development work product, including, without limitation, all of the same which is owned, developed, controlled or licensed by Seller and used in the conduct of the business of the Seller and any and all of Seller's rights therein and thereto.

3. Seller, Shareholder and Wm. Cunningham hereby covenant and agree that they will, upon Purchaser's request at any time and from time to time, sign and deliver or procure the execution and delivery of all lawful papers, make rightful oath, testify as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally do everything reasonable and proper to vest and protect the rights of Purchaser, its successors and assigns in and to the property transferred hereby.

* * * * *



IN WITNESS WHEREOF, the undersigned have duly executed this Assignment Agreement on the date first written above.

ATTEST:

CUNNINGHAM INVESTMENT CORPORATION

(f/k/a Transcraft Corporation)

Joann Penz
Name:
Title:

By: William R. Cunningham
Name: William R. Cunningham
Title: Secretary

ATTEST:

WILLIAM R. CUNNINGHAM REVOCABLE TRUST

Joann Penz
Name:
Title:

By: William R. Cunningham
Name: William R. Cunningham
Title: Trustee

ATTEST:

Joann Penz
Name:
Title:

William R. Cunningham
WILLIAM R. CUNNINGHAM, Individually

ATTEST:

TRANSCRAFT CORPORATION
(f/k/a Transcraft Acquisition Corp.)

Barry Mellner
Name:
Title:

By: Michael J. Lyons
Name: MICHAEL J. LYONS
Title: PRESIDENT

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

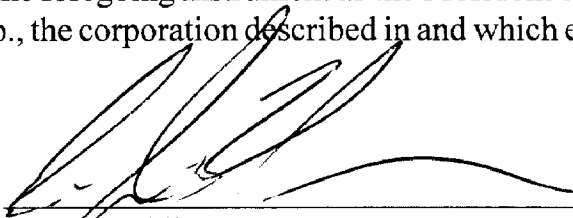
On the 20th day of July, 1999 before me personally came William R. Cunningham, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the individual who executed the foregoing instrument in his individual capacity and as the Secretary of Cunningham Investment Corporation f/k/a Transcraft Corporation and Trustee of William R. Cunningham Revocable Trust, the corporation and trust, respectively, described in and which executed the foregoing instrument.



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 28th day of July, 1999 before me personally came Michael J. Lyons, to me known, who, being by me duly sworn, did depose and say that he resides at 3 Roger Sherman Place, Rye, New York, that he is the individual who executed the foregoing instrument as the President of Transcraft Corporation f/k/a Transcraft Acquisition Corp., the corporation described in and which executed the foregoing instrument.



Notary Public

ERIC J. BECKERMAN
Notary Public, State of New York
No. 4983547
Qualified in Rockland County
Term Expires July 1, 2001

EXHIBIT A

Patents

EXHIBIT B

Trademarks

Cudgel® Vital Files with Key Dates= 13

Title/Detail/Country/Owner	Status	Unit	Main/Past/Near/Due Dates	Main Reference	p. 1
Design (Circles) Cargo Trailers. The mark consists of a pattern of alternating holes whi United States 12 Int Transcraft Corporation	Issued » Trademark	95,003,447	Dec 17, 1996 Issued Nov 3, 1997 Faxt Pto—cert status copies ® Dec 17, 2002 ^DeclareUse Due Dec 17, 2001 ^Declare Use Available	2,022,972 ® T	
SUPER-BEAM Vehicles; namely platform trailers for trucks and parts therefor; platfor Canada Transcraft Corporation	Issued » Trademark Forei	93,002,070	Mar 17, 1995 Issued Apr 3, 1995 Reg Cert to Bill Cunningham Mar 17, 2010 ^Renewal DUE Sep 17, 2009 ^Renewal Available	440,538 ® Tz	
SUPER-BEAM Platform trailers for trucks and parts therefor. Mexico 12 Transcraft Corporation	Issued » Trademark Forei	93,000,270	Dec 6, 1993 Issued Jun 27, 1994 Reg Cert to BCunningham Sep 29, 2003 ^Renewal DUE Mar 29, 2003 ^Renewal Available	448,174 ® Tz	
SUPER-BEAM Platform trailers for trucks and parts therefor United States 12 Int Transcraft Corporation	Issued » Trademark	93,000,954	Dec 21, 1993 Issued Dec 30, 1998 Ltrt Bill- Tm8 Use&15 Declaration to Clt Apr 30, 1999 ^Expect signed Tm8/15 Dec 21, 1999 ^Declare Use Due	1,812,055 ® T	
TRANSCRAFT Platform trailers for trucks and parts therefor Canada Transcraft Corporation	Issued » Trademark Forei	93,001,884	Apr 30, 1993 Issued Mar 10, 1994 Ltrf AZ. enclosing recordal of assignment Apr 30, 2008 ^Renewal DUE Nov 30, 2007 ^Renewal Available	411,881 ® Tz	
TRANSCRAFT Platform trailers for trucks and parts therefor. US-Illinois Transcraft Corporation	Issued » Trademark	93,001,885	Jul 21, 1970 Issued Mar 2, 1994 Recd recordal of assignment Jul 21, 2000 ^Renewal Due Jan 21, 1999 ^Renewal Available	40,631 ® T	
TRANSCRAFT Platform Trailers for Trucks and Parts Therefor Mexico 12 Transcraft Corporation	Issued » Trademark Forei	93,001,499	Jun 21, 1994 Issued Jul 6, 1995 Reg Cert to BCunningham Sep 29, 2003 ^Renewal DUE Mar 29, 2003 ^Renewal Available	464,131 ® Tz	
TRANSCRAFT Platform trailers for trucks and parts therefor United States 12 Int Transcraft Corporation	Renewed Trademark	93,001,881	Jan 26, 1971 Issued Jun 11, 1997 Phnt Pto—no record of order; refax Jan 26, 2001 ^Renewal Due Jul 26, 2000 ^Renewal Available	906,538 ® T	
TRANSCRAFT Cloth attache cases, cloth sport bags (18); Clothing, namely shirts, ja United States 18, 25 Int Transcraft Corporation	File Received » Trademark	98,006,166	Jan 19, 1999 Filed » Mar 22, 1999 Ltrt Assistant Co- Tma Correct Filing Receipt Sep 15, 1999 ^Expect Office Action	623,607 -75 Sn T	

Cudgel® Vital Files with Key Dates= 13

Title/Detail/Country/Owner	Status	Unit	Main/Past/Near/Due Dates	Main Referenc	p. 2
TRANSCRAFT EAGLE			Oct 29, 1993 Issued	418,885 ® Tz	
Cargo trailers			Mar 10, 1994 Ltrf AZ, enclosing recordal of assignment		
Canada	Issued »	Trademark Forei	Oct 29, 2008 ^Renewal DUE		
Transcraft Corporation	Transcraft	93,000,558	Apr 29, 2008 ^Renewal Available		DanielK
TRANSCRAFT EAGLE			Dec 14, 1993 Issued	449,105 ® Tz	
Cargo trailers			Jul 1, 1994 Reg Cert to Bill Cunningham		
Mexico 12	Issued »	Trademark Forei	Oct 15, 2003 ^Renewal DUE		
Transcraft Corporation	Transcraft	93,001,500	Apr 15, 2003 ^Renewal Available		DanielK
TRANSCRAFT EAGLE			Jun 9, 1992 Issued	1,692,844 ® T	
Cargo Trailers			Oct 2, 1997 Ltrf Bill- Tm8 &15 Accepted		
United States 12 Int	Incontestable	Trademark	Jun 9, 2002 ^Renewal Due		
Transcraft Corporation	Transcraft	95,003,707	Jan 9, 2002 ^Renewal Available		DanielK
ZEROMAINTENANCE (stylized zigzag)					T
Cargo Trailers			Jun 27, 1997 Phf BillC—open file til Bill decides what to do		
United States 12 Int	Searched	Trademark	Jun 27, 1999 ^Status ltrf client. file retention review		
Transcraft Corporation	Transcraft	97,005.513			DanielK

EXHIBIT C

Trade Names