FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

02/

10 50 **REC**

02-03-2000

U.S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents a	01256312 Il documents or copy thereof.					
1. Name of conveying party(ies):	01256312 Idocuments or copy thereof. ceceiving party(ies)					
Cunningham Investment Corporation						
	Name: Transcraft Corporation					
P.O. Drawer #500 414 East Davie Street						
Anna, IL 62906	Internal Address: P.O. Box 500					
☐ Individual(s) ☐ Association-National ☐ General Partnership ☐ Limited Partnership	Street Address: 110 Florsheim Dri					
Corporation-State Delaware Other	City: Anna State: IL ZIP: 29000					
Additional name(s) of conveying party(ies) attached? Yes No	Individual(s) citizenship					
	Association					
3. Nature of conveyance:	General Partnership					
	Limited Partnership					
	Corporation-State Delaware					
Security Agreement Change of Name	Other					
Other						
Lad Control	If assignee is not domiciled in the United States, a domestic representative					
	designation is attached: Yes No					
Execution Date: July 28, 1999	(Designations must be a separate document from assignment)					
	Additional name(s) & address(es) attached? Yes No					
4. Application number(s) or patent number(s):						
• •	B. Trademark Registration No.(s)					
A. Trademark Application No.(s)	2022972 1812055					
75-623607	0906538 1692844					
	Additional numbers attached: Yes No					
5 November of address of works to subserve commendation						
5. Name and address of party to whom correspondence	6. Total number of applications and					
concerning document should be mailed:	registrations involved:5					
Name: Anna L. Musacchio, Esq.	7. Total fee (37 CFR 3.41)\$140.00					
Name: Anna L. Musacchio, Esq. Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP	7. Total fee (37 CFR 3.41)\$140.00					
Internal Address: c/o Pitney, Hardin,	· · · · · · · · · · · · · · · · · · ·					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP	⊠ Enclosed					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945	 ☑ Enclosed ☐ Authorized to be charged to deposit account 8. Deposit account number: 					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945 City: Morristown State: NJ ZIP: 07962-1945 02/2000 DNGUYEN 00000286 75623607	Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account.)					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945 City: Morristown State: NJ ZIP: 07962-1945	 ☑ Enclosed ☐ Authorized to be charged to deposit account 8. Deposit account number: 					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945 City: Morristown State: NJ ZIP: 07962-1945 02/2000 DNGUYEN 00000286 75623607 02:481 10:482 9. Statement and signature.	Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account.)					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945 City: Morristown State: NJ ZIP: 07962-1945 02/2000 DNGUYEN 00000286 75623607 02:481 9. Statement and signature. To the best of my knowledge and belief, the foregoing in copy of the original document. Anna L. Musacchio, Esq.	☐ Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account.) E THIS SPACE					
Internal Address: c/o Pitney, Hardin, Kipp & Szuch LLP Street Address: P.O. Box 1945 City: Morristown State: NJ ZIP: 07962-1945 02/2000 DNGUYEN 00000286 75623607 10:481 9. Statement and signature. To the best of my knowledge and belief, the foregoing in copy of the original document. Anna L. Musacchio, Esq.	Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account.) E THIS SPACE formation is true and correct and any attached copy is a true Massimum 17/00 Date					

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

ASSIGNMENT AGREEMENT - INTELLECTUAL PROPERTY

AGREEMENT, dated the 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:

Seller hereby sells, assigns, transfers, conveys, sets over and delivers unto Purchaser, 1. 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

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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.

* * * * *

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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)

Name: Down Penah

Name: William R. Cunningham

Title: Secretary

ATTEST:

WILLIAM R. CUNNINGHAM REVOCABLE TRUST

Name:

Name: William R. Cunningham

WILLIAM R. CUNNINGHAM, Individually

Title: Trustee

ATTEST:

Name:

ATTECT.

ATTEST:

Name:

Title:

TRANSCRAFT CORPORATION

(f/k/a Transcraft Acquisition Corp.)

By:

Name: MICHAGL J. LYONS

Title: PRESIDENT

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)
On the 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 a 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 Notary Public
STATE OF NEW YORK)
) ss.: COUNTY OF NEW YORK)
Maria de la constanta de la co
On the 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

ERIC J. BECKERMAN
Notary Public, State of New York
No. 4983547
Qualified in Rockland County
Term Expires July 1, 200

EXHIBIT A

<u>Patents</u>

EXHIBIT B

Trademarks

Cudgel® Vital Files with Key Dates= 13

Title/Detail/Country/Owner	Status	Unit	Main/Past/Near/D				
Design (Circles)			Dec 17, 1996	Issued 2,022,972	D T		
Cargo Trailers. The mark consist	ts of a pattern of alte	rnating holes whi	Nov 3, 1997	Faxt Pto-cert status copies ®			
United States 12 Int	Issued »	Trademark	Dec 17, 2002	^ DeclareUse Due			
Transcraft Corporation	Transcraft	95,003,447	Dec 17, 2001	^Declare Use Available	Daniel		
SUPER-BEAM			Mar 17, 1995	Issued 440,538	9 Tz		
Vehicles; namely platform trailer	rs for trucks and parts	s therefor; platfor	Apr 3, 1995	Reg Cert to Bill Cunningham			
Canada	Issued »	Trademark Forei	Mar 17, 2010	^Renewal DUE			
Transcraft Corporation	Transcraft	93,002,070	Sep 17, 2009	^Renewal Available	DanielK		
SUPER-BEAM			Dec 6, 1993	Issued 448,174	D Tz		
Platform trailers for trucks and pa	arts therefor.		Jun 27, 1994	Reg Cert to BCunningham			
Mexico 12	Issued »	Trademark Forei	Sep 29, 2003	^Renewal DUE			
Transcraft Corporation	Transcraft	93,000,279	Mar 29, 2003	^Renewal Available	Daniel K		
SUPER-BEAM		***	Dec 21, 1993	Issued 1.812.055	D T		
Platform trailers for trucks and pa	arts therefor		Dec 30, 1998	Ltrt Bill- Tm8 Use&15 Declaration to C	lt		
United States 12 Int	Issued »	Trademark	Apr 30, 1999	^Expect signed Tm8/15			
Transcraft Corporation	Transcraft	93,000,954	Dec 21, 1999	^Declare Use Due	Daniel K		
TRANSCRAFT		· · · · · · · · · · · · · · · · · · ·	Apr 30, 1993	Issued 411.881	9 Tz		
Platform trailers for trucks and pa	arts therefor		Mar 10. 1994	Ltrf AZ, enclosing recordal of assignmen	t		
Cunada	· Issued »	Trademark Forei	Apr 30, 2008	^Renewal DUE			
Transcraft Corporation	Transcraft	93.001,884	Nov 30, 2007	^Renewal Available	Danie! K		
TRANSCRAFT		······································	Jul 21, 1970	Issued 40,631	D T		
Platform trailers for trucks and pa	arts therefor.		Mar 2, 1994	Recd recordal of assignment			
US-Illinois	Issued.»	Trademark	Jul 21, 2000	^Renewal Due			
Transcraft Corporation	Transcraft	93,001,885	Jan 21, 1999	^Renewal Available	Danie!K		
TRANSCRAFT			Jun 21. 1994	Issued 464.131 (Tz		
Platform Trailers for Trucks and I	Parts Therefor		Jul 6, 1995	Reg Cert to BCunningham			
Mexico 12	Issued »	Trademark Forei	Sep 29, 2003	^Renewai DUE			
Transcraft Corporation	Transcraft	93,001,499	Mar 29, 2003	^Renewal Available	DanielK		
TRANSCRAFT			Jan 26, 1971	Issued 906,538 @	T		
Platform trailers for trucks and pa	arts therefor		Jun 11, 1997	Phnt Pto-no record of order; refax			
United States 12 Int	Renewed	Trademark	Jan 26, 2001	^Renewal Due			
Transcraft Corporation	Transcraft	93.001,881	Jul 26, 2000	^Renewal Available	DanielK		
TRANSCRAFT			Jan 19, 1999	Filed » 623,607 -75 St	Γ		
Cloth attache cases, cloth sport bags (18); Clothing, namely shirts, ja Mar 22, 199			Mar 22, 1999	Ltrt Assistant Co- Tma Correct Filing Receipt			
United States 18, 25 Int	File Receipted »	Trademark	Sep 15, 1999	^Expect Office Action			

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	(3)	Tz	
Cargo trailers			Mar 10, 1994	Ltrf AZ, enclosing record	dal of assignm	ent		
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 Cunning	gham			
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	3	T	
Cargo Trailers			Oct 2, 1997	Ltrt Bill- Tm8 &15 Acce	pted			
United States 12 Int	Incontestable	Trademark	Jun 9, 2002	^Renewal Due				
Transcraft Corporation	Transcraft	95,003,707	Jan 9, 2002	^Renewal Available			DanielK	
ZEROMAINTENANCE (sty	lized zigzag)						T	
Cargo Trailers			Jun 27, 1997	Phf BillC-open file til Bill decides what to do			do	
United States 12 Int	Searched	Trademark	Jun 27, 1999	^Status ltrt client, file retention review				
Transcraft Corporation	Transcraft	97,005,513					DanielK	

EXHIBIT C

Trade Names

TRADEMARK
RECORDED: 01/10/2000 REEL: 002016 FRAME: 0493