

03-24-2000

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

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

License

Nunc Pro Tunc Assignment

Effective Date
Month Day Year

1-12-00

Conveying Party

☐ Mark if additional names of conveying parties attachedName **Pioneer Holdings, LLC**Execution Date
Month Day Year

1-12-00

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
☒ Other **Limited Liability Company**

☒ Citizenship/State of Incorporation/Organization **Kansas**

Receiving Party

☐ Mark if additional names of receiving parties attachedName **Manitowoc Crane Group, Inc.**DBA/AKA/TA Composed of Address (line 1) **50 West Liberty Street**Address (line 2) **Suite 1060**Address (line 3) **Reno**

City

Nevada

State/County

89501

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association☐ Other☒ Citizenship/State of Incorporation/Organization**Nevada**

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/24/2000 DC0000131 2074881

01 FC:481
02 FC:48240.00 OP
25.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002038 FRAME: 0644

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number **(312) 321-4200**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,074,881

2,073,018

Number of Properties

Enter the total number of properties involved.

#2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$65.00

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#23-1925

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposition account are authorized, as indicated herein.

Philip A. Jones

Name of Person Signing

Signature

Date Signed

2-16-00

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made this 12th day of January, 2000, by and between MANITOWOC CRANE GROUP, INC., a Nevada corporation (the "Buyer") and PIONEER HOLDINGS, LLC, a Kansas limited liability company (the "Seller").

RECITALS

Pursuant to an Asset Purchase Agreement, dated on even date hereof, to which Buyer and Seller are parties, among others (the "Asset Purchase Agreement"), the Buyer has agreed to purchase the Intellectual Property (as such term is defined in the Asset Purchase Agreement). An express condition of Buyer's obligation to consummate such purchase is the execution and delivery by the Seller of this Assignment.

Accordingly, in order to induce the Buyer to consummate the purchase of the Intellectual Property, the Seller is willing to execute this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Seller

IT IS HEREBY AGREED AS FOLLOWS:

1. Assignment of Intellectual Property. The Seller hereby irrevocably grants, assigns and conveys to Buyer Seller's entire right, title and interest in and to:

(a) The United States and foreign patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of Seller described in Schedule A hereto, and all other United States and foreign patents and applications for patent of Seller now existing;

(b) The inventions disclosed and/or claimed in all of said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by Seller or hereafter made, created or acquired by or for Seller whether or not any of said inventions are patentable;

(c) The United States and foreign copyright registrations and applications for copyright registrations of Seller described in Schedule B hereto and all other now existing copyrights, copyright registrations and copyright applications of Seller, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law;

(d) The United States, state and foreign registered trademarks, trade names, and service marks of Seller described in Schedule C hereto, the goodwill of Seller's business symbolized thereby, the registrations for such trademarks, trade names, and service marks, and applications for registrations of trademarks, trade names and service marks of Seller described in Schedule C hereto, and all other trademarks, trade names and service marks and applications to register the same of Seller, whether registered or unregistered and wherever registered created or acquired by Seller, whether in the United States or in any other country or place anywhere in the world;

(e) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any state or any other country or place anywhere in the world;


(f) All rights of action on account of past, present, and future unauthorized use of any of said patent inventions, copyrights, trademarks, trade names or service marks, and for infringement of said patents, inventions, copyrights, trademarks, trade names, service marks and like protection;

(g) The right to file and prosecute applications for patents, and for registration of trademarks, trade names and service marks on any of said inventions, trademarks, trade names and service marks, or for similar intellectual property in the United States or any other country or place anywhere in the world; and

(h) The entire goodwill of the business of Seller connected with and symbolized by the trademarks, trade names, service marks and the other intellectual property of Seller.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed and delivered as of the date first above written.

BUYER:
Manitowoc Crane Group, Inc.

By: 
Title: Vice President & Treasurer

SELLER:
Pioneer Holdings, LLC

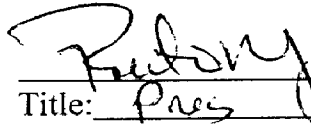
By: _____
Title: _____

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed and delivered as of the date first above written.

BUYER:
Manitowoc Crane Group, Inc.

By: _____
Title: _____

SELLER:
Pioneer Holdings, LLC
By: Mega Manufacturing, Inc.
Its Sole Member

By:  _____
Title: Pres _____

Intellectual Property Assignment

Schedule A

Patents and patent applications of the Seller:

U. S. Patents

<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
5,486,084	06/07/93	01/23/96	Multiple Purpose Material Handling And Working Apparatus
5,678,707	07/31/95	10/21/97	Mechanism for Rotating a Crane Turret Through a 500 Degree Arc
5,695,082	04/08/96	12/09/97	Crane Having a Readily Removable Outer Boom Section
5,706,960	02/14/95	01/13/98	Extended Perimeter X-Shaped Outrigger Assembly for Cranes
5,803,279	09/13/96	09/08/98	Automatically Deployable Load-line Receiving Mast Structure For Limiting Deflection Of Proportionally Extendable Boom Section Crane

Foreign Patent

Australia Patent No. 696821 issued 01/07/99 Mechanism for Rotating a Crane Turret Through a 500 Degree Arc

Foreign Patent Application

EPO Application No. 96926826.7 filed 07/31/96 Mechanism for Rotating a Crane Turret Through a 500 Degree Arc

Schedule B

Copyright registrations and applications for copyright registrations of the Seller:

Reg. No.

Publication Date

Description/Title

None

Schedule C

United States, State and foreign registered trademarks, trade names and service marks and applications for registrations of trademarks, common law trade names and service marks of the Seller:

Registered Marks

<u>Trademark No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Title</u>
2,074,881	03/27/95	07/01/97	Trademark "PIONEER" for Hydraulically Actuated Truck Mounted Cranes for Use Primarily by the Building Construction Industry, in International Class 007
2,073,018	03/27/95	06/24/97	Stylized Letter "P" and Design for Hydraulically Actuated Cranes, in International Class 007

Applications

None

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