

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

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

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REEL: 002092 FRAME: 0209

FORM PTO-1618B
Expires 08/30/99
OMB 0851-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

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. #

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)

<input type="text" value="75917832"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1787929"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1751145"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1751019"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

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: #

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 deposit account are authorized, as indicated herein.

Sheila Beary Quinn
Name of Person Signing


Signature

June 15, 2000
Date Signed

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), dated as of June 1, 2000, is by MIDWEST TECHNOLOGIES, INC. OF ILLINOIS, an Illinois corporation, with its principal place of business at: 2733 East Ash Street Springfield, Illinois 62703 ("Assignor"), in favor of MIDWEST TECHNOLOGIES ILLINOIS, L.L.C., an Illinois limited liability company, with its principal place of business at: c/o Spraying Systems Co. North Avenue at Schmale Road Wheaton, IL 60188 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used, is using and is the owner of the following trademarks/service marks now registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
MID-TECH	1,787,929	August 17, 1993
TASC	1,751,145	February 9, 1993
AUTO-RANGE	1,751,019	February 9, 1993

In addition, Assignor is the owner of the following pending trademark/service mark applications:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
FIELDWARE	75917832	February 14, 2000

Collectively, the above-referenced trademark/service mark registrations and applications and the worldwide common law trademark rights and goodwill associated therewith are referred to hereinafter as the "Trademarks".

WHEREAS, Assignee is acquiring certain assets of Assignor pursuant to that certain Asset Purchase Agreement dated of even date herewith by and among Assignor and Assignee, and Joyce E. Cowgur, Gregg N. Moore, David A. Tyler, Douglas Roberts, Brenda S. Stretch, and Tony J. Chadwick (the "Asset Purchase Agreement").

WHEREAS, Pursuant to the Asset Purchase Agreement, Assignor is required to convey to Assignee all of Assignor's right, title and interest in and to the Trademarks in accordance with the terms of this Assignment.

A G R E E M E N T:

NOW, THEREFORE, for good and valuable consideration including the consideration set forth in that certain Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sell, assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to (a) the Trademarks; (b) all renewals of the Trademarks; (c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect the Trademarks, including, without limitation, payments under all licenses entered into in connection therewith and damage and payments for past or future infringements thereof; (d) the right to sue for past, present and future infringements of the Trademarks, and (e) all rights corresponding with the Trademarks throughout the world.

2. The Assignor represents and warrants to the Assignee that (a) Assignor has good right, title, and interest to the Trademarks; (b) Assignor has not previously transferred, assigned, or licensed any of its right, title or interest in the Trademarks; and (c) Assignor will warrant and defend the Trademarks and all rights herein assigned to Assignee against the lawful claims and demands of all others.

3. Assignee hereby accepts the assignment of the Trademarks subject to the terms of this Assignment.

4. At Assignee's reasonable request and without further consideration, Assignor will execute and deliver such other instruments and take such other action as Assignee may request for the consummation or documentation of the assignment of the Trademarks. Assignor acknowledges that in addition to the Trademarks, Assignor agrees to execute and deliver, at Assignee's cost, such other instruments and documents and to take such other action as Assignee may reasonably request to consummate the assignment of the Trademarks.

5. The rights and obligations of Assignor and Assignee shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

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IN WITNESS WHEREOF Assignor has executed this Assignment as of the date first written above.

MIDWEST TECHNOLOGIES, INC. OF ILLINOIS

By: Brenda Strick
Name: Brenda Strick
Its: Vice President

MIDWEST TECHNOLOGIES ILLINOIS, L.L.C.

By: Spraying Systems Co.
Its: Sole Member

By: _____
Name: David B. Smith
Its: Vice President

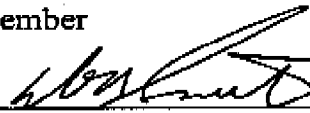
IN WITNESS WHEREOF Assignor has executed this Assignment as of the date first written above.

MIDWEST TECHNOLOGIES, INC. OF ILLINOIS

By: _____
Name: _____
Its: _____

MIDWEST TECHNOLOGIES ILLINOIS, L.L.C.

By: Spraying Systems Co.
Its: Sole Member

By:  _____
Name: David B. Smith
Its: Vice President

STATE OF Illinois
COUNTY OF Sangamon

I, Margaret Robertson, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Prada Stuber, the Vice President of Midwest Technologies, Inc. of Illinois, is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said Instrument as the free and voluntary act of _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1 day of June, 2000.

Margaret Robertson
Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

I, Anne M. O'Donoghue, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that David B. Smith, the Vice President of the Sole Member of Midwest Technologies Illinois, L.L.C. personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said Instrument as the free and voluntary act of David B. Smith for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of June, 2000.

Anne M. O'Donoghue
Notary Public

