

11-01-2000



101501806

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9-29-00

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
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

12/14/1999

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

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"/>	<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="532,126"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

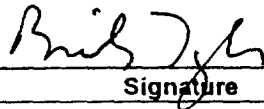
No

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.

BREWSTER TAYLOR

Name of Person Signing



Signature

SEPTEMBER 27, 2000

Date Signed

EXHIBIT B**ASSIGNMENT OF INTELLECTUAL PROPERTIES**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTIES (this "Assignment") is made and entered into as of the 14th day of December, 1999 by and between KLAUER MANUFACTURING COMPANY, an Iowa corporation ("Assignor"), and SCHMIDT ENGINEERING & EQUIPMENT, INC., a Delaware corporation ("Assignee").

RECITALS

- A. Assignor is the owner of all right, title and interest in and to certain intellectual properties as specified below.**
- B. Assignor desires to assign all its right, title and interest in these properties to Assignee and Assignee desires to accept such assignment.**

AGREEMENTS

In consideration of the recitals and mutual agreements set forth below, Assignee and Assignor agree as follows:

- 1. Assignment of Trademarks. Assignor assigns and contributes to Assignee all of Assignor's right, title and interest worldwide in and to the trademarks, trademark registrations, and applications for trademark registration listed in Schedule A attached hereto, along with all of the goodwill associated with such trademarks.**
- 2. Assignment of Accrued Enforcement Rights. Assignor assigns and contributes to Assignee any causes of action for infringement of any of the intellectual properties specified in section 1 above that may have accrued prior to the date of this Agreement.**
- 3. Further Assurances. Upon request, Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance in (a) the preparation, prosecution and/or maintenance of any applications for patents or registration of the intellectual property assigned pursuant to this Assignment; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the intellectual property assigned pursuant to this Assignment; and (c) the implementation or perfection of this Assignment. Such cooperation and assistance shall include, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation.**

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of said State's conflicts of law principles.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first written above.

KLAUER MANUFACTURING COMPANY

BY William R. Kluwer
William R. Kluwer, President

SCHMIDT ENGINEERING &
EQUIPMENT, INC.

BY W.A. Schmidt
Wolfgang A. Schmidt, President

09/25/00 MON 12:47 FAX 232 784 6720

SCHMIDT ENGINEERING
SCHMIDT ENGINEERING

004

12/14/99 TUE 15:05 FAX 414 784 6720

EXHIBIT B

SCHEDULE A

United States Trademark Office Registration Number 532,126 registered October 17,
1950 for "SNOGO"