



To the Honorable Commissioner of Patents

101607145

original documents or copy thereof.

1. Name of conveying party(ies):
Morgan Trailer Mfg. Co.

1-25-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - New Jersey
 Other _____

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 29, 2000

2. Name and address of receiving party(ies):
 Name: Morgan Trailer Financial Management, L.P.
 Internal Address: _____
 Street Address: 1100 Louisiana
 City: Houston State: Texas ZIP: 77002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Texas
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/101,926	B. Trademark registration No.(s) 912,554
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah S. Ruff
 Internal Address: _____

 Street Address: Mayer, Brown & Platt
P.O. Box 2828
 City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41) \$ 565

Enclosed
 Authorized to be charged to deposit account for any additional fees

8. Deposit account number: 13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Deborah S. Ruff
 Name of Person Signing
 (89831267 - ZGB)

Signature

1/24/01
 Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

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

02/06/2001 6TOM11 00000123 76101926

40.00 DP
525.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

CONTINUATION OF ITEM 4

B.Trademark Registration Nos.

1,442,012

1,457,347

1,466,293

1,478,609

1,478,612

1,478,613

1,500,997

1,503,794

1,504,607

1,519,555

1,632,273

1,725,420

1,809,022

1,855,674

1,850,643

1,198,614

2,109,760

1,333,152

1,268,930

1,183,691

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is executed and delivered as of September 29, 2000, but effective as of April 7, 2000 (the "Effective Date"), by and between Morgan Trailer Mfg. Co., a New Jersey corporation (the "Assignor") whose principal place of business is One Morgan Way, Morgantown, Pennsylvania 19543, and Morgan Trailer Financial Management, L.P., a Texas limited partnership (the "Assignee") whose principal place of business is 1100 Louisiana, Suite 5400, Houston, Texas 77002.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed that:

1. As of the Effective Date, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under (i) any patents and pending patent applications, including all divisionals, renewals and continuations thereof, and all United States Letters Patent that may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent that may hereafter be filed for said patents in any country or countries foreign to the United States, and all Letters Patent that may be granted for said patents in any country or countries foreign to the United States, and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such patents and issue to Assignee all Letters Patent for said patents (the "Patents"), and (ii) any trademarks, including all trademark registrations and pending applications on file with the United States Patent and Trademark Office including all common law rights and all goodwill associated with the trademarks and the business (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for trademark(s) that may hereafter be filed for said trademarks in any country or countries foreign to the United States, and all trademarks that may be registered for said trademarks in any country or countries foreign to the United States, and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to register trademarks on applications as aforesaid, to record Assignee as the owner of all such trademarks and register for Assignee all trademarks pursuant to any pending trademark applications (the "Trademarks") including without limitation, all such Patents and Trademarks being listed on Exhibit A attached hereto (the "Intellectual Property").

2. Assignor agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the patents and trademarks in the countries in which such patents and/or trademarks are currently registered (as shown on Exhibit A hereto) and all other rights hereby conveyed.

[Signatures are on next page.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Morgan Trailer Mfg. Co.

By: *Stephen Magee*
Name: Stephen Magee
Title: Vice President

Morgan Trailer Financial Management, L.P.

By: Morgan Trailer Mfg. Co.,
its general partner

By: *Stephen Magee*
Name: Stephen Magee
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN MAGEE, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of MORGAN TRAILER MFG. CO., and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of October, 2000.

Ann McNatt-Muller
Notary Public in and for
The State of Texas

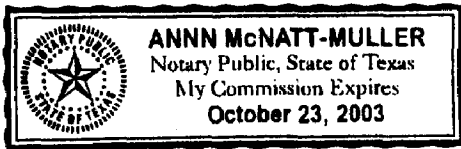


EXHIBIT A

TO ASSIGNMENT OF INTELLECTUAL PROPERTY

LIST OF PATENTS AND PATENT APPLICATIONS

Patent Description	Registration Number	Registration Date	Expiration Date
Front Cap for a Van Type Vehicle	D305,320	01/02/90	01/02/04
On-Board Scale Devices - United Kingdom	0,197,982	09/23/85	09/23/05
On-Board Scale Devices - Netherlands	0,197,982	09/30/85	09/30/05
On-Board Scale Devices - France	0,197,982	09/23/85	09/23/05
On-Board Scale Devices - Germany	P3,463,546.9	09/23/85	09/23/05
On-Board Scale Devices - Japan	2,027,613	09/23/85	09/23/05
On-Board Scale Devices - USA	4,589,507	05/20/86	05/20/03
On-Board Scale Devices - Canada	1,256,464	09/23/85	06/27/06
Curtained Doors for Vehicle Bodies	4,952,009	08/28/90	08/28/07
Method of Making Truck Floor	4,938,265	07/03/90	07/03/07
Scale Devices - USA	4,673,048	06/16/87	06/16/04
Truck or Trailer Body Construction	4,403,804	09/13/83	09/13/00
Air Cargo Container	4,380,300	04/19/83	08/31/01
Door and Hinge Construction for Overhead Doors	4,793,397	12/27/88	12/27/05
Ramp for Trucks and the Like	4,722,109	02/02/88	02/02/05
Net Restraint System	4,795,208	01/03/89	01/03/06
Brake Lockout System	4,753,488	06/28/88	06/28/05
Modular Truck Body	5,588,693	12/31/96	12/31/03
Latching Apparatus for Panel Door	5,110,164	05/05/92	05/05/09

Patent Application	Application/Serial No.	Application Date
Safety Chain Attachment	09/447,665	11/23/99
Non-Shifting Roller Track Top Plate	60/194,057	03/31/00
Center Style Drop Stair	60/216,389	02/17/00
Bar Retention System - Nut and Nut Holder	60/171,142	12/16/99
Airbag Retention Device	60/185,238	02/28/00
Air Hose Retention Groove	60/185,533	02/28/00
Airbag Protection Labyrinth	60/206,175	02/24/00
Web Van Air Foil - Refrigeration	60/199,639	04/25/00
Roller Track Top Plates Requiring No Fasteners	60/299,950	09/01/00

LIST OF TRADEMARKS

Trademark/Service Mark Trade Name Registered Trademarks	Registration Number	Country	Registration or Filed* Date	Renewal Date
Morgan	912,554	U.S.A.	06/08/71	06/08/01
Curb Sider	1,442,012	U.S.A.	06/09/87	06/09/07
Curtain Slider	1,457,347	U.S.A.	09/15/87	09/15/07
Curtain Slider/Curb Slider	1,466,293	U.S.A.	11/24/87	11/24/07
'M' with Man and Cart	1,478,609	U.S.A.	03/01/88	03/01/08
'M' with Snowflake	1,478,612	U.S.A.	03/01/88	03/01/08
'M' with Star	1,478,613	U.S.A.	03/01/88	03/01/08
LEADING THE WAY IN TRANSPORT & DOCK AUTOMATION	1,500,997	U.S.A.	08/23/88	08/23/08
Stylized	1,503,794	U.S.A.	09/13/88	09/13/08
'Morgan' AHS	1,504,607	U.S.A.	09/20/88	09/20/08
'M' with Pinwheel	1,519,555	U.S.A.	01/10/89	01/10/09
Design for Top Corner Structure	1,632,273	U.S.A.	01/22/91	10/20/12
Stylized 'M'	1,725,420	U.S.A.	10/20/92	
Design Corner Cap	1,809,022	U.S.A.	12/07/93	
Design Corner Cap with Light	1,855,674	U.S.A.	09/27/94	
Front Cap Member Design	1,850,643	U.S.A.	08/23/94	
Morgan Corporation M & Design	1,198,614	U.S.A.	06/22/82	
Cold Star	2,109,760	U.S.A.	02/16/96	
Kool-Loc	1,333,152	U.S.A.		
Morgan Pow'r-House	1,268,930	U.S.A.		
Trailer Van (and Design)	1,183,691	U.S.A.		
Morgan and Design	1,564,026	Great Britain	Abandoned	
M and White Star Design	1,564,032	Great Britain	03/02/94	
Block M and Design	1,564,030	Great Britain	03/02/94	
Morgan and Design	TMA455,818	Canada	03/22/96	

Trademark/Service Mark Trade Name Registered Trademarks	Registration Number	Country	Registration or Filed* Date	Renewal Date
M and Snowflake Design	464,874	Canada	10/25/96	
M and White Star Design	TMA455,819	Canada	03/22/96	
Corner Cap Design	TMA456,234	Canada	03/29/96	
AHS (stylized)	462,280	Canada	08/30/96	
M and Pinwheel Design	463,678	Canada	09/27/96	
Front Cap Member Design	468,721	Canada	01/14/97	
M (stylized)	TMA455,187	Canada		
Block M & Design	TMA455,817	Canada	03/22/96	
Corner Cap Design	468,665	Canada	01/14/77	
Corner Cap Design	TMA456,955	Canada	05/03/96	
Application				
Cargo Minder	76/101,926	U.S.A.		