

04-19-2001



Y 10

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MPD
10-13-2000

101649658

Owner of Patent and Trademarks: Please record the attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rept Dt. #84

SIMPLICITY ENGINEERING, INC.

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: February 28, 1994

2. Name and address of receiving party(ies):

POWERSCREEN USA INC.
11001 Electron Drive
Louisville, Kentucky 40299

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

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)
377131

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

VICTOR M. TANNENBAUM
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017

6. Total number of applications and registrations involved:.....

7. Total fee (37 CFT 3.41): \$ 40.00
 Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
Deposit account number: 01-0035 **40E**

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

11/16/2000 00000109 0 481

\$40.00 10/13/2000 OP

8. 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.

VICTOR M. TANNENBAUM
Name of Person Signing

Signature

10/13/00

Date

Total number of pages comprising cover sheet, attachments and documents:

ASSIGNMENT OF REGISTERED MARKS

THIS ASSIGNMENT OF REGISTERED MARKS (the "Assignment") is entered into as of February 28, 1994, by SIMPLICITY ENGINEERING, INC., a Delaware corporation (the "Assignor"), with a business address at 212 South Oak Street, Durand, Michigan 48429 to POWERSCREEN USA INC., a Delaware corporation (the "Assignee"), with a business address at 11001 Electron Drive, Louisville, Kentucky 40299.

WHEREAS the Assignor owns the following trademarks (the "Trademarks"), including, without limitation, all rights under a registration of the Trademarks on the Principal Register in the United States Patent and Trademark Office with the registration numbers and dates of issuance set forth below:

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Issuance</u>
Simplicity	240,943	April 10, 1928
Simplicity	377,131	April 16, 1940
Simplicity	1,173,925	October 20, 1981
Simpli-Flo	551,788	December 4, 1951
Simplicity & Design	597,890	November 9, 1954

WHEREAS, the Assignee is purchasing substantially all of the assets of the Assignor pursuant to the terms and conditions of an Assets Purchase Agreement dated as of February 4, 1994, between the Assignor and the Assignee, and joined in by Lukens Inc. and Powerscreen International PLC (the "Assets Purchase Agreement"); and

WHEREAS, in consideration for the payment of the Purchase Price (as defined in the Assets Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, title and interest in the Trademarks and their registrations;

NOW, THEREFORE, this agreement reflects Assignor's assignment, conveyance and transfer unto the Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, all proceeds of infringement suits, rights to sue for past, present and future infringements, and all rights corresponding to the Trademarks throughout the world including, without limitation, the registrations.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment as of February 28, 1994, but actually on the dates set forth below.

ASSIGNOR:

SIMPLICITY ENGINEERING, INC.

By C. S. Houghton

Title: President

Date: February 28, 1994

ASSIGNEE:

POWERSCREEN USA INC.

By B. Cosgrove

Title: PRESIDENT

Date: FEB. 28, 1994

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 28th day of February, 1994, before me appeared C. B. Houghton, Jr., the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of SIMPLICITY ENGINEERING, INC. (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

Roberta V. Davies
NOTARY PUBLIC

My commission expires:
11.21.95

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 28th day of February, 1994, before me appeared B. Cosgrove, the person who signed this instrument, who acknowledged that he/she is a duly appointed officer of POWERSCREEN USA INC. (the "Assignor"), that he/she is duly authorized by the Assignor to sign this instrument, and that he/she has signed this instrument as a free act on behalf of the Assignor.

Roberta V. Davies
NOTARY PUBLIC

My commission expires:
11.21.95

45:lms/scb/rm:217:FFI.E2037
217\docs\register.asn
2/26/94 4:14 pm