FORM PTO-1618A Expires 06/30/99

OMB 0651-0027

04-23-2001

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



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Name <u>Pitman Manu</u>	facturing Company	Inc.	12051989
Formerly		77/2.454	
Individual Gene	eral Partnership 🔲 l	Limited Partnership X	Corporation Association
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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

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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Correspond	dent Name and Address <sub>Area C</sub>	ode and Telephone Number	312-554-3300	
Name	Daniel N. Christus			
Address (line 1)	Wallenstein & Wagner, Ltd	1.		
Address (line 2)	311 South Wacker Drive			
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Address (line 4)	Chicago, IL 60606			
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Alexander of the second	Authoriz	ation to charge additional fees:	Yes No X	
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.				
Daniel	N. Christus	huma Chiesters	april 20, 2001	
Name	of Person Signing	Signature	/ Date Signed	

**TRADEMARK** 

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## ASSIGNMENT OF PATENTS AND TRADENARKS

FOR GOOD AND VALUABLE CONSIDERATION and intending to be legally bound, Pitman Manufacturing Company Inc., a Pennsylvania corporation ("Seller") does hereby sell, assign and transfer unto Reach All, a Minnesota general partnership ("Buyer"), its entire right, title and interest in and to the patents and patent applications and the trademarks of Seller listed on Exhibit A attached hereto and incorporated herein by reference (the "Patents" and the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks and the registrations for the Trademarks listed on Exhibit A, as well as the right to sue for past infringements and the right to collect damages therefor.

This Assignment is expressly made subject to (i) the provisions of that certain Asset Purchase Agreement dated October 31, 1989, among Buyer, Seller and Seller's affiliates, Wajax Limited and Pitman Manufacturing Co. Inc., as amended (the "Agreement"), including, without limitation, the representations and warranties contained therein, such provisions to be controlling with respect to the subject matter of this Assignment, and (ii) the license rights being granted to Seller or its affiliates by Buyer as contemplated by Sections 3.1 and 3.3 of the Agreement.

This Assignment is binding on Seller, its successors and assigns, and will inure to the benefit of Buyer, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity, other than the Buyer, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Assignment to be executed this 5th day of December, 1989.

PITMAN MANUFACTURING COMPANY INC.

By: 56. R

Accepted this 5th day of December, 1989.

REACH ALL, a Minnesota general partnership

By: Reach All, Inc. General Partner

TRADEMARK

REEL: 002277 FRAME: 0055

MARY D. DUNLEAVY
ADTAY PUBLIC - MINORISOTA
HENNEPIN COUNTY
ANY COMMISSION Expires Dec. 1, 1908

STATE OF MINNESOTA

) ss.

COUNTY OF HENNEPIN

The foregoing was acknowledged before me this 5th day of December, 1989, by John J. Bulsen, and the Secretary of Pitman Manufacturing Company Inc., on behalf of the corporation.

Notary Public

## EXHIBIT A

# LIST OF U.S.A. PATENTS

3	Patent No.	Issue Date	Expiry Date	Title of Invention
1.	3,830,336 Inventor(s):	08-20-74 Kamberg, W.; Re	08-20-91 eimbold, J.	"Personnel Bucket Brake for Hydraulic Cranes"
2.		06-25-71 Reimbold, Jr.	06-25-91	"Convertible Sheave Assembly for Telescoping Derricks"
3.	3,769,578 Inventor(s):		10-30-90	"Guard Electrode Apparatus for Boom of Insulated Aerial Device"
4.		09-11-73 Eskridge, W.; F Stallbaumer, R.	Poyner, W.;	"Multiple Speed Hydraulic Gear Motor Driven Gear Unit"
5.	3,749,430 Inventor(s);		07-31-90	"Lock Assembly for Holding Extensible Outrigger Leg in Retracted Position"
6.		08-16-88 Murray, Robert		"Bucket Release Assembly for Aerial Device"

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EXHIBIT A

LIST OF TRADE MARKS (U.S.A.)

TRADE MARK	REG. DATE	<u>etatus</u>	REGISTRATION NO.
Pitman	7/26/60	Renewal due 7/26/00	701,759
Polecat	7/4/61	Renewal due 7/4/01	717,843
Pelican	7/11/61	Renewal due 7/11/01	718,201
P and Design	6/19/62	Renewal due 6/19/02	733,026
Pace Mate and Design	8/20/63	Expired*	754,950
Hi/Liner	10/15/63	Renewal due 10/15/0	758,403
Hotstik & Design	8/18/64	Renewal due 8/18/04	775,314
Pitman Pole Claw	10/6/64	Renewal due 10/6/04	778,119
Mono-Dyne	7/16/68	Expired	852,676

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<sup>\*</sup> Expired. Refiled \*PACEMATE\* and issued Reg. No. 1,337,807 (Reg. Date: 5/28/85; renewal due 5/28/05).

<sup>+</sup> Expired (no information on radiling).

# EXHIBIT A

## LIST OF CANADIAN PATENTS

tent No.	Issue Date	Expiry Date	Title of Inventories
23,851	04-03-73	04-03-90	"Continuous Hydraulic Hose Structure for Telescopic Boom Assembly"
12,860	10-24-72	10-24-89	"Orbiting Gear Winch and Brake Therefore"
42,282	02-19-74	02-19-91	"Lock Assembly for Holding Extensible Outrigger Leg in Retracted Position"
56,624	10-22-74	10-22-91	"Multiple Speed Hydraulic Gear Motor Driven Gear Unit"
53,821	03-04-75	03-04-90	"Convertible Sheave Assembly for Telescoping Derricks"
16,472	04-30-74	04-30-91	"Guard Electrode Apparatus for Boom of Insulated Aerial Device"

Application for Patent, Serial No. 557, 767 filed on January 4, 1988 regarding "Bucket Release Assembly for Aerial Device"

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EXHIBIT A

# LIST OF TRADE HARKS (CANADIAN)

TRADE MARK	REG. DATE	STATUS		REGISTRATION NO.
Pelican	9/29/61	Renewal due	9/29/91	123,771
P With Arrow & Design	11/24/61	Renewal due	11/24/9	1 124,478
Polecat	1/5/62	Renewal due	1/5/92	124,852
Pace Mate 6 Design	1/12/68	Renewal due	1/12/98	155,035
Hotstik & Design	2/9/68	Renewal due	2/9/98	155,417
<u>Pitman</u>	2/9/68	Renewal due	2/9/98	155,523
Hi/Liner	3/29/68	Renewal due	3/29/98	156,165
Pole Claw	5/31/68	Renewal due	5/31/96	157,005
Mono/Dyne	12/20/68	Renewal due	12/20/9	160,068
S & Design	7/23/65	Renewed 7/23 Renewal due		141,279
Xtre-Lift	6/25/62	Renewal due	6/25/97	270,608

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**RECORDED: 04/23/2001**