

04-26-2001



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M (R) 4.16.01

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
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
03052001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Athey Products Corporation

03052001

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

0240535

Name Five Star Manufacturing LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 860 Park Avenue

Address (line 2) _____

Address (line 3) Youngsville

N. Carolina U.S.A.

27596

- Individual General Partnership Limited Partnership Corporation Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization North Carolina

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="0240535"/>	<input type="text" value="0616149"/>	<input type="text" value="2017251"/>
<input type="text" value="2032800"/>	<input type="text" value="2305763"/>	<input type="text" value="2420460"/>
<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.

Jennifer L. Sherman

March 30, 2001

Name of Person Signing

Signature

Date Signed

SCHEDULE A

TRADEMARKS

Athey Products Corporation
Athey
Athey logo
Mobile Sweeper
Clearing the Way

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Athey	240,535	March 27, 1928
Mobile Sweeper	616,149	November 15, 1955
Athey	2,017,251	November 19, 1996
Air Boss	2,032,800	January 21, 1997
Athey logo	2,305,763	January 4, 2000
Clearing The Way	2,420,460	January 16, 2001

STATE TRADEMARK REGISTRATIONS

None

ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This Assignment of Trademarks and Trade Names (the "**Assignment**") is made and entered by and between Athey Products Corporation, a Delaware corporation, ("**Assignor**"), and Five Star Manufacturing LLC, a North Carolina limited liability company, ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of February 20, 2001 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties, and rights pertaining to Assignor's business operations.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and trademark registrations identified and set forth on Schedule A attached hereto, including variations thereof (the "**Trademarks**"), and various trade names identified and set forth on Schedule B attached hereto, including variations thereof (the "**Trade Names**"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title, and interest in and to the Trademarks and the Trade Names together with the goodwill of the business in connection with which the Trademarks and the Trade Names are used;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably sell, assign, transfer, and set over to Assignee, effective as of the Closing (as defined in the Purchase Agreement), the entire right, title, and interest in and to the Trademarks and the Trade Names, together with the goodwill of the business in connection with which the Trademarks and the Trade Names are used, and all registrations for the Trademarks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties, or payments due or payable as of the Closing or thereafter, including without limitation all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks or the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor represents that, except as is expressly stated on Schedules A and B, no registration or filings have been made by it or on its behalf for the Trademarks or Trade Names under the laws of the United States or any state thereof or any jurisdiction foreign to the United States.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns, as the assignee and owner of the Trademarks.


4. This Assignment is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for, or extinguish any provision or obligations of the Purchase Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates set forth hereunder their respective signatures as of the 5th day of March, 2001.

ASSIGNOR:

Athey Products Corporation

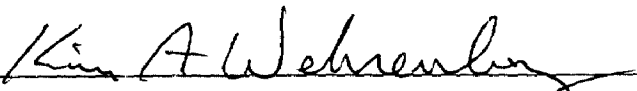
[CORPORATE SEAL]

By: 
Thomas N. Nelson
Its: President and CEO

Date: _____

ASSIGNEE:

Five Star Manufacturing LLC

By: 
Its: Vice Pres.

Date: 3-5-01

SCHEDULE A

TRADEMARKS

Athey Products Corporation
Athey
Athey logo
Mobile Sweeper
Clearing the Way

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STATE TRADEMARK REGISTRATIONS

None

SCHEDULE B

TRADE NAMES

Athey Products Corp.
Athey

STATE TRADE NAME REGISTRATIONS

None

STATE OF North Carolina
COUNTY OF Wake

I, Cindy Wieland Notary Public of Wake County, State of North Carolina certify that Thomas N. Nelson, who, being by me duly sworn, says that he is the President of Athey Products Corporation, a Delaware corporation, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said Thomas N. Nelson acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this 5th day of March, 2001.

Cindy Wieland
Notary Public

My Commission Expires:

[NOTARY SEAL]

STATE OF North Carolina
COUNTY OF Wake

I, Cindy Wieland, a Notary Public of Wake County, State of North Carolina certify that Kim A. Wehrenberg, who, being by me duly sworn, says that he is the Vice President of Five Star Manufacturing LLC, a North Carolina limited liability company, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said limited liability company, and that said writing was signed and sealed by him on behalf of said limited liability company by its authority duly given. And the said Kim A. Wehrenberg acknowledged the said writing to be the act and deed of said limited liability company.

Witness my hand and official seal, this 5th day of March, 2001.

Cindy Wieland
Notary Public

My Commission Expires:

[NOTARY SEAL]