

RECO

07-27-2001

EET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patent

101790865

and original documents or copy thereof.

1. Name of conveying party(ies):

Giddings & Lewis, LLC

7-2301

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Wisconsin Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: OS Engineering Services, Inc.

Internal Address:

Street Address: N7970 Fairfield Drive

City: Fond du Lac State: Wisc. ZIP: 54935

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Wisconsin, Other

JUL 23 2001

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

3. Nature of conveyance:

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

Execution Date: July 2, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,109,143 1,236,052
756,840 1,115,959

Additional numbers attached? Yes No

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

Name: Donald Cayen

Internal Address:

07/27/2001 6TOM11 00000049 1109143

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Street Address: 104 South Main Street

Suite 501

City: Fond du Lac State: Wisc. ZIP: 54935

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Donald Cayen Name of Person Signing

Signature

JULY 16, 2001 Date

Total number of pages including cover sheet, attachments, and document:

4

TRADEMARK ASSIGNMENT

This Assignment effective as of the 2 day of July, 2001, from Giddings & Lewis, LLC, a Wisconsin limited liability company (hereinafter the "Assignor"), to OS Engineering Services, Inc., a Wisconsin corporation (hereinafter the "Assignee"):

RECITALS

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademarks Winslow® and Winslowmatic®, Bickford Point® and Racon® as more fully described in the Asset Purchase Agreement dated July 2, 2001 by and between the parties ("Asset Purchase Agreement") and, being hereby conveyed together with all rights existing therein at common law (hereinafter referred to as the "Trademarks") and in and to the goodwill of the business relating thereto; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademarks, together with the goodwill of the business pertaining to and symbolized by the Trademarks, and the right to recover the past infringement thereof;


NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee the entire right, title and interest in and to the aforesaid Trademarks more fully described in Exhibit A, attached, together with the right to sue for and recover for the past infringements and misuses thereof, and the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business pertaining thereto and which is symbolized thereby.

Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interest outstanding inconsistent with the rights and interest granted herein and the Assignor will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, its successors and assigns, to enable Assignee, its successors and assigns, to perfect the title herein conveyed, or intended to so be, and to enable such title to be recorded in the United States and foreign trademark offices, and any state trademark office, and to enable Assignee, its successors and assigns, to file applications for said Trademarks in any country where it may elect to file such application or applications and to allow the title to such application or applications to be recorded in the State of Wisconsin or United States and foreign countries where such application or applications may be filed.

Assignor further covenants and agrees, in consideration of the premises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon request communicate to Assignee, its successors and assigns, any facts relating to the Trademarks and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation when requested to do so by Assignee, its successors and assigns.

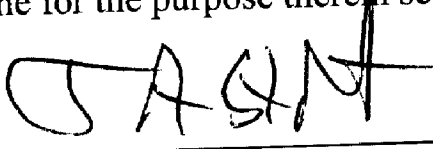
IN WITNESS WHEREOF, the Assignor has hereunto executed this instrument the date above written by an official of Assignor duly authorized to execute such assignment.

GIDDINGS & LEWIS, LLC

By: 
 Authorized Representative

STATE OF WISCONSIN)
) ss.
 COUNTY OF FOND DU LAC)

On this 2 day of July, 2001, before me personally appeared Stephen M. Pliska, to me known and known to me to be the individual described in and who executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same for the purpose therein set forth.



Notary Public
 My Commission expires: perunt

(SEAL)

SCHEDULE A

TRADEMARKS

A. Winslow®
U.S. Reg. No. 1,109,143

B. Winslowmatic®
U.S. Reg. No. 756,840

C. Bickford Point®
U.S. Reg. No. 1,236,052

D. Racon®
U.S. Reg. No. 1,115,959