

U.S. DEPARTMENT OF COMMERCE
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

09-05-2001



D

To the Honorable Commissioner of

Attached original document or copy thereof.

1. Name of Party(ies) conveying an interest

REXWORKS, INC.

8-17-01

101833816

Name and Address of Party(ies) receiving an interest:

TRINITY EQUIPMENT MANUFACTURING COMPANY
2525 Stemmons Freeway
Dallas, Texas 75207

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other

- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship

- Association
- Limited Partnership

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other Bill of Sale of Assets

- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: June 20, 2000

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,608,038

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

Name: Jay B. Johnson, Esq.
Baker Botts L.L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: 1

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):



DO NOT USE THIS SPACE

09/04/2001 AAHMED1 00000094 1608038

01 FC:481 40.00 OP

08-22-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #73

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.

Jay B. Johnson
Name of Person Signing

Signature

Date

8/17/01

Total number of pages including cover sheet

4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

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

Public burden reporting for this sample cover 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.

BILL OF SALE

FOR VALUE RECEIVED, in the amount of \$3,400,000.00, the undersigned REXWORKS, INC., (hereinafter called "Seller"), sells and transfers to TRINITY EQUIPMENT MANUFACTURING COMPANY, (hereinafter called "Purchaser"), and its successors and assigns, the following:

All assets which are owned and used by Seller in its business of manufacturing and distributing concrete mixers and concrete truck parts and associated components, parts and assemblies conducted at its facility in Milwaukee, Wisconsin (the "Business"), and any other assets located at its facility, whether used in the Business or otherwise, including, without limitation, the (i) supplies, consumables, certain raw materials inventories, (ii) equipment, machinery, automobiles, trucks, trailers, rolling stock, transformers, furniture, fixtures, materials handling equipment (including selected overhead cranes and hoists which have been mutually agreed upon and all electrical boxes, starters and accessories used in connection therewith), and storage bins and racks (the "Tangible Personal Property"); (iii) patents, copyrights, tradenames and trademarks (including the name "Rexworks"), drawings and engineering data (including those related to the Rexworks' gearbox), licenses, contract rights (other than existing purchase orders and sales orders entered into with customers and suppliers), books and records, including personnel and customer files, accounting and financial data and reports (the "Intangible Property"); and (iv) other miscellaneous assets and properties of Seller (including tooling, jigs, dies, hand tools, welding supplies, office supplies, office equipment, computers, printers, terminals, software, designs, plans, specifications, copiers, communications equipment, operating and maintenance manuals, parts and parts lists and other personal property, whether located at any facility of the Business, at the facility of a customer or subcontractor or any other location (the "Miscellaneous Property"), and (v) all other assets and properties of every kind and description relating to the Business, as more specifically described in Schedule 1.01, except certain "Excluded Assets" under the Purchase and Sale Agreement

SCHEDULE 1.01

- (2) GRINDERS
- 10' LOWN ROLL
- 350 TON 4 POST HYDRAULIC PRESS
- 350 TON NIAGRA PRESS BRAKE
- 8 FORKLIFTS

- ALL TOOLING FOR MIXER SYSTEM
- AUTO WELDER WITH TILT SYSTEM
- BAND SAW
- BERTSCH ROLL 6'
- BUFFALO PUNCH
- BULLARD TURRETT LATHE
- CINCINNATI PRESS BRAKE
- CINNCINATI SHEAR
- GAS CUTTER
- GREEN 2-POST PRESS
- LEWIS WELDER
- MISCELLANEOUS HAND TOOLS
- MISCELLANEOUS OFFICE EQUIPMENT
- MISCELLANEOUS WELDERS
- PACIFIC VERTICAL PRESS
- PELS PUNCH
- PIRANHA PUNCH
- PLASMA CUTTER
- RADIAL ARM DRILL
- SOUTHBEND RADIAL ARM DRILL
- WALLACE BENDER
- WEB ROLL / STRAIGHTENER
- WEBB ROLL FORMER
- WIEDEMAC WITH DUST COLLECTOR

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall fully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim that may be made by any party against said goods.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being sold in their present condition "as is" and "where is."

Signed this 20th day of June 2000.

In the presence of:

Scott A. De
Witness

REXWORKS, INC.

Frank E. Guffre
By: Frank E. Guffre, President

TRINITY EQUIPMENT
MANUFACTURING COMPANY

Kim A. Fowl
Witness

By: John Lee
Name: JOHN LEE
Title: VP