

11-19-2001

FORM PTO 1594
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

101897591

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Amclyde Engineered Products, Inc.
240 East Plato Boulevard
St. Paul, Minnesota 55107-1631 **11-9-01**

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

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

Name and address of receiving party(ies)
AEPI Acquisition, Inc.
240 East Plato Boulevard
St. Paul, Minnesota 55107-1631

Individual(s) _____ **11-09-2001**
 Association _____ **U.S. Patent & TMO's/TM Mail Rcpt Dt. #66**
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

2. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 3, 1997; January 23, 1998

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. Application number(s) or patent number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,176,876 1,183,497

4. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Stuart R. Hemphill
 Internal Address: Dorsey & Whitney LLP

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

5. Total Number of applications and registrations involved: 2

6. Total fee (37 CFR 3.41). \$65.00
 Enclosed
 Authorized to be charged to deposit account

7. Deposit account number:
04-1420
 (Attach duplicate copy of this page if paying by deposit account)

11/16/2001 TBIAZI 00000041 1176876
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

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.
Stuart R. Hemphill
 Name of person Signing

[Signature]
 Signature

Nov. 8, 2001
 Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, Virginia 22202-3513

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") having an effective date of October 31, 1997, is made by and between AmClyde Engineered Products, Inc., a corporation organized and existing under the laws of Delaware ("Assignor") and AEPI Acquisition, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the marks identified on the attached Exhibit A (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the above-identified Marks and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.

2. Assignor further sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary by Assignee to perfect in it the rights, title and interest herein conveyed.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

5. While Assignor is not aware of any additional marks that it owns, it is intended that Assignor assign all its trademark and service mark rights hereby. Such additional marks (if there be any) are hereby assigned to Assignee, together with all the goodwill associated therewith.

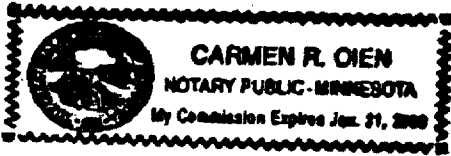
IN WITNESS WHEREOF, Assignor has executed and delivered this instrument this _____ day of October, 1997.

AMCLYDE ENGINEERED PRODUCTS, INC.

By Wallace K. Lutz
Its: CEO

State of Minnesota)
County Hennepin) ss.

On this 3rd day of ^{November} ~~October~~, 1997, before me appeared Wallace K. Fick Jr. the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.



Carmen R. Oien
Notary Public

AEPI ACQUISITION, INC.

By [Signature]
Its: CEO

State of Mississippi)
County Harrison) ss.

On this 23rd day of ~~October~~ ^{January} 1998, before me appeared Rick S. Rees the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Janice C. Rogers
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: April 30, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Exhibit A

Trademark/Name	Status	Case Number	Appl Number	Filing Date	Reg Number	Reg Date	Renewal Date	Country	Owner
LUCKER	Reg	10926	256241	3/16/92	1734364	11/24/92	11/24/02	US	AmClyde Engineered Products, Inc.
LUCKER	Reg	7306	435000	7/18/83	1316591	1/29/85	1/29/05	US	AmClyde Engineered Products, Inc.
LUCKER MFG CO.	Reg	7307	435013	7/18/83	1313239	1/8/85	1/8/05	US	AmClyde Engineered Products, Inc.
SEA HORSE	Reg	10318	400611	10/25/82	1338791	6/4/85	6/4/05	US	AmClyde Engineered Products, Inc.
UNIT SEA HORSE & DESIGN	Reg	10316	274483	8/18/80	1176876	11/10/81	11/10/01	US	AmClyde Engineered Products, Inc.
UNIT MARINER CRANES & DESIGN	Reg	10319	401687	1/14/82	1338792	6/4/85	6/4/05	US	AmClyde Engineered Products, Inc.
UNIT VIKING CRANES & DESIGN	Reg	10323	274484	8/18/80	1183497	12/29/81	12/29/01	US	AmClyde Engineered Products, Inc.
WHIRLEY	Reg	10313	227463	8/14/79	1212924	10/19/82	10/19/02	US	AmClyde Engineered Products, Inc.
WILEY	Reg	10314	48998	4/10/75	1078236	11/29/77	11/29/97	US	AmClyde Engineered Products