



1-8-02
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To the Honorable Commissioner of Patents

101936929

attached original documents or copy thereof.

1. Name of conveying party(ies):

Finlog S.A.

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

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

3. Nature of conveyance:

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

Execution Date: August 13, 2001

2. Name and address of receiving party(ies)

Name: Sistemco AG

Internal Address:

Street Address: Fabrikstrasse 6330
Switzerland

City: Cham State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Company - Switzerland

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

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

A. Trademark Application No.(s)

76/052,823 May 19, 2000

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Stewart L. Gitler

Internal Address: Hoffman, Wasson & Gitler, P.C.
Suite 522

Street Address: 2361 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2455 (DEFICIENCIES ONLY!!!)

(Attach duplicate copy of this page if paying by deposit account)

01/09/2002 6TON11 00000041 76052823

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40.00 OP

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.

Stewart L. Gitler
Name of Person Signing

Signature

1-8-02

Date

7

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

Mark: **stow**

International Class: **6,7,9,12,20, and 42**

Attorney's Docket No: **T-6974**

**POWER OF ATTORNEY/APPOINTMENT OF
DOMESTIC REPRESENTATIVE**

Applicant appoints the following members of the firm Hoffman, Wasson & Gitler, PC, 2361 Jefferson Davis Highway, Suite 522, Arlington, Virginia 22202:

Stewart L. Gitler
Martin P. Hoffman
Mitchell B. Wasson
Christopher J. McDonald

its attorneys, to prosecute this application, to make alterations and amendments therein, to transact all business in the U.S. Patent and Trademark Office in connection therewith and to receive the Certificate of Registration..

Please direct all communications to:

Stewart L. Gitler, Esq.
Hoffman, Wasson & Gitler, PC
2361 Jefferson Davis Highway
Suite 522
Arlington, Virginia 22202
(703) 415-0100

In addition, applicant appoints Stewart L. Gitler, a member of the Bars of New York, the District of Columbia and Virginia, whose postal address is 2361 Jefferson Davis Highway, Suite 522, Arlington, Virginia 22202, to be its domestic representative upon whom notice or process in proceedings affecting the mark may be served.

SISTEMCO AG

Rec 3 / 2001
Date

Name :
Title:


FURY P.
DIRECTOR

Agreement for the transfer of trademark rights

This Agreement is made and entered into on August 13, 2001 by and between:

Finlog S.A., a company organised and existing under the laws of Luxembourg, having its registered office at 4 rue Jean Monet, L-2180 Luxembourg, duly represented by Sylvie Verduyts and Philippe D'heygere

hereinafter referred to as "Finlog",

and:

Sistemco AG, a company organised and existing under the laws of Switzerland, having its registered office at Fabrikstrasse, 6330 Cham, Switzerland, duly represented by Mr. Richard Flury and Mr. Peter Isler,

hereinafter referred to as "Sistemco",

WHEREAS:

Finlog is the owner of the proprietary rights in the trademarks listed in Annexe A;

With this Agreement Finlog wishes to assign all its trademark rights to Sistemco;

Finlog and Sistemco hereby wish to confirm the terms and conditions of this assignment;

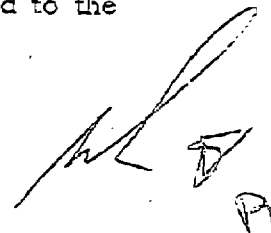
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, PARTIES AGREE AS FOLLOWS:

Article 1 Transfer of trademarks

- 1.1. Finlog hereby assigns, transfers and sets over to Sistemco its entire right, title and interest in the trademarks as specified in Annexe A (hereafter 'Trademark Rights').
- 1.2. Finlog covenants that it is the sole, exclusive and unencumbered owner of these Trademark Rights and that Finlog has the full rights to convey the interests herein assigned. Finlog covenants that it has not executed and will not execute any agreement or assignment in conflict herewith.
- 1.3. With the trademark rights, Finlog transfers the goodwill attached to the trademarks.

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Handwritten signature and initials in the bottom right corner of the page.

- 1.4. Sistemco shall at its expense notify the assignment of the Trademark Rights to all appropriate governmental entities or organisations in all jurisdictions in which Finlog has secured trademark, domain name or trade name protection or has filed a trademark application. Finlog agrees to execute all papers that are necessary to vest in Sistemco the entire title and interest in the Trademark Rights.
- 1.5. As of the effective date of this Agreement, Sistemco shall be liable, at its sole and entire discretion, risk and expense, to continue the prosecution and defence of the trademark applications comprised in the Trademark Rights. Sistemco shall pay all fees in relation to the continuation of said trademark applications and the renewal of any trademarks issued or to be issued.
- 1.6. Following the effective date of this Agreement, all Trademark Rights, as listed in Annexe A shall be and remain the sole and exclusive property of Sistemco. Sistemco shall have the sole right and discretion at its expense to file, prosecute and defend trademark applications and maintain trademarks relating to the assigned Trademarks Rights.

Article 2 Payment provisions

- 2.1. In return for the Trademark Rights assigned to Sistemco, Sistemco agrees to pay Finlog an up-front, one time net compensation of Euro 395.000.
- 2.2. Payment will be due within ten(10) days of the date of this Agreement.
- 2.3. If Sistemco fails to make any payment to Finlog under this Agreement on the due date, then, without prejudice to any other right or remedy available to Finlog, Finlog shall be entitled to charge Sistemco interest at the rate of 6.5% per year on the amount outstanding from the due date up to the date of payment.

Article 3 No Third Party Rights

Finlog hereby represents and warrants to Sistemco that there are no rights of third parties in respect of the Trademark Rights as it is represented in clause 4.3. of Schedule 5 of the Agreement dated August 13, 2001 between Finlog S.A., Philippe D'heygere BVBA, Palenco N.V. and Kardex AG.

Article 4 Applicable law

This agreement shall be governed by and construed under the laws of Belgium.

02/0020 doc

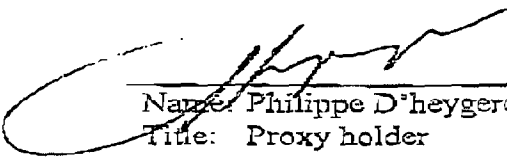
Articles Arbitration

- 5.1. All disputes arising out of or in connection with this Agreement, that the Parties are unable to settle amicably, shall be finally settled under the CEPANI Rules of arbitration.
- 5.2. The arbitration panel shall be composed of three arbitrators.
- 5.3. The arbitration shall be held in Brussels. The proceedings and awards shall be in the English language.

In witness whereof, Finlog and Sistemco cause this Agreement to be executed by their duly authorised representatives identified below on August 13, 2001. in Brussels. Each Party acknowledges receipt of its own original.

Finlog S.A.


Sistemco AG




Name: Philippe D'heygere
Title: Proxy holder



Name: Richard Flury
Title: Director



Name: Sylvie Vercruysse
Title: Proxy holder



Name: Peter Isler
Title: Attorney

Annexe A

List of Trademark Rights owned by Finlog

FINLOG S.A.

Novamark et Vigneron

BEF

Marque

| | | | |
|--------------|----------|------------|----------------|
| 2000/01/0107 | 18.01.00 | 71,753.00 | Kanti-stow |
| 2000/01/0108 | 18.01.00 | 55,660.00 | stow logo |
| 2000/01/0122 | 20.01.00 | 19,239.00 | Mezza Stow |
| 2000/01/0135 | 24.01.00 | 190,091.00 | Logisoft |
| 2000/01/0154 | 25.01.00 | 240,669.00 | stow logo |
| 2000/02/0255 | 15.02.00 | 154,275.00 | Stow lease |
| 2000/02/0333 | 23.02.00 | 252,769.00 | stow logo |
| 2000/03/0445 | 13.03.00 | 97,042.00 | Kangaroo Lift |
| 2000/03/0538 | 22.03.00 | 93,170.00 | Midi-Stow |
| 2000/03/0539 | 23.03.00 | 93,170.00 | pal-stow |
| 2000/03/0602 | 30.03.00 | 26,620.00 | Stow |
| 2000/04/0791 | 26.04.00 | 63,162.00 | Kangourou |
| 2000/05/1058 | 26.05.00 | 83,248.00 | Kangaroo Lift |
| 2000/05/1089 | 29.05.00 | 83,248.00 | Kangourou |
| 2000/05/1090 | 29.05.00 | 66,792.00 | Mezza Stow |
| 2000/05/1091 | 29.05.00 | 66,792.00 | Pal Stow |
| 2000/05/1092 | 29.05.00 | 66,792.00 | Kanti-stow |
| 2000/05/1093 | 29.05.00 | 66,792.00 | Stow-lease |
| 2000/05/1094 | 29.05.00 | 66,792.00 | Midi-Stow |
| 2000/05/1095 | 29.05.00 | 132,253.00 | stow |
| 2000/05/1096 | 29.05.00 | 132,253.00 | stow |
| 2000/05/1097 | 29.05.00 | 132,253.00 | stow |
| 2000/05/1098 | 29.05.00 | 115,918.00 | Jitlift |
| 2000/05/1099 | 29.05.00 | 99,583.00 | Logisoft |
| 2000/05/1100 | 29.05.00 | 165,044.00 | stow |
| 2000/05/1101 | 29.05.00 | 66,792.00 | Stowshelf |
| 2000/06/1412 | 30.06.00 | 55,660.00 | Kangaroo Lift |
| 2000/06/1413 | 30.06.00 | 55,660.00 | Kangaroo Lift |
| 2000/06/1417 | 30.06.00 | 71,874.00 | Pal Stow |
| 2000/06/1418 | 30.06.00 | 71,874.00 | Midi-Stow |
| 2000/07/1461 | 10.07.00 | 134,455.00 | Irlande Finlog |
| 2000/07/1517 | 25.07.00 | 38,478.00 | Pal-Rack |
| 2000/07/1519 | 25.07.00 | 38,478.00 | Midi-Rack |
| 2000/07/1521 | 25.07.00 | 38,478.00 | Drive-In |
| 2000/08/1765 | 17.08.00 | 104,302.00 | Stow |
| 2000/08/1775 | 18.08.00 | 34,122.00 | Mezza Stow |
| 2000/08/1776 | 18.08.00 | 46,222.00 | Stowshelf |
| 2000/08/1777 | 18.08.00 | 26,620.00 | Stowshelf |
| 2000/09/2070 | 28.09.00 | 290,400.00 | Stow |
| 2000/10/2315 | 31.10.00 | 149,919.00 | Kanti-stow |
| 2000/11/2358 | 10.11.00 | 19,360.00 | Jitlift |
| 2000/11/2359 | 10.11.00 | 27,830.00 | Jitlift |
| 2000/11/2361 | 10.11.00 | 11,495.00 | Jitlift |
| 2000/12/2644 | 12.12.00 | 36,834.00 | Stowshelf |
| 2000/12/2659 | 12.12.00 | 13,068.00 | Kangaroo Lift |

Total 2000

3,967,301.00

FINLOG S.A.Novamark et VigneronBEFMarque

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|--------------|----------|--------------|---------------|
| 2001/01/0041 | 10.01.01 | 27,830.00 | Apogee Europe |
| 2001/01/0143 | 18.01.01 | 22,000.00 | Stowsoft |
| 2001/02/0495 | 23.02.01 | 51,546.00 | Stowshelf |
| 2001/02/0537 | 28.02.01 | 67,760.00 | Jitlift |
| 2001/03/0600 | 09.03.01 | 116,160.00 | Logisoft |
| 2001/03/0601 | 09.03.01 | 108,537.00 | Stowshelf |
| 2001/03/0811 | 30.03.01 | 32,065.00 | Stow |
| 2001/03/0813 | 30.03.01 | 90,750.00 | Stow logo |
| 2001/04/0881 | 10.04.01 | 53,240.00 | Mezza Stow |
| 2001/05/1111 | 08.05.01 | 35,090.00 | Pal Stow |
| 2001/05/1130 | 14.05.01 | 14,520.00 | Logisoft |
| 2001/05/1163 | 16.05.01 | 20,570.00 | Kangaroo |
| 2001/05/1164 | 16.05.01 | 82,280.00 | Pal Rack |
| 2001/05/1165 | 16.05.01 | 70,785.00 | Kangaroo |
| 2001/05/1176 | 17.05.01 | 20,570.00 | Jitlift |
| 2001/05/1189 | 22.05.01 | 29,040.00 | Stow logo |
| 2001/05/1315 | 31.05.01 | 108,900.00 | Stowsoft |
| 2001/05/1318 | 31.05.01 | 20,570.00 | Stow |
| 2001/06/1353 | 07.06.01 | 56,870.00 | Midi-Stow |
| Total 2001 | | 1,029,083.00 | |

