

01-14-2002

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FORM PTO-1594

(Rev. 6-93)

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

REC



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☐

101945568

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

1. Name of conveying party(ies):

1-8-02

FIGGIE INTERNATIONAL, INC.
a Delaware corporation

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

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

3. Nature of conveyance:

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

Execution Date: August 22, 1994

2. Name and address of receiving party(ies)

Name: MULTIQUIP INC.

Internal Address:

Street Address: 18910 Wilmington Avenue

City: Carson State: CA ZIP: 90749

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ Other

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)

76/238988

filed April 2, 2001

B. Trademark Registration No. (s)

0528557

0759175

JAN - 8 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael Harris, Esq.

Internal Address: ROGERS & HARRIS

Street Address: 9200 Sunset Boulevard

Suite 404

City: Los Angeles State: CA ZIP: 90069

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

01/14/2002 TDIAZI 00000285 7628988

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01 FC1481

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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.

Michael Harris

Name of Person Signing

Signature

December 14, 2001

Date

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

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002422 FRAME: 0586

ASSIGNMENT OF UNITED STATES TRADEMARKS AND TRADE NAMES

THIS ASSIGNMENT OF UNITED STATES TRADEMARKS AND TRADE NAMES ("Assignment") is made on this 22 day of August, 1994, by Figgie Licensing Corporation, a Delaware corporation ("Assignor") and a wholly-owned subsidiary of Figgie International, Inc., a Delaware corporation ("Figgie") having a place of business at 4420 Sherwin Road, Willoughby, Ohio 44094 to Multiquip Inc., a California corporation having a place of business at 18910 Wilmington Avenue, Post Office Box 6254, Carson, California 90749 ("Assignee").

WHEREAS, Figgie has been engaged, in part, in the business of operating the Essick/Mayco division (the "Essick/Mayco");

WHEREAS, Figgie is the owner of the entire right, title and interest in and to the United States Trademarks and Trade Names identified on the attached Appendix A, Appendix A being incorporated herein by this reference;

WHEREAS, on the date hereof, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 22, 1994, by and between Assignee, on the one hand, and Figgie, on the other hand, Figgie has sold certain of the assets of Essick/Mayco (the "Purchased Assets") owned by Figgie to Assignee;

WHEREAS, the Purchased Assets include said Appendix A United States Trademarks and Trade Names; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said Appendix A Trademarks and Trade Names in the United States;


NOW, THEREFORE, in consideration of the Purchase Price (as that term is defined in the Asset Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to said Appendix A Trademarks and Trade Names, together with the goodwill of the business attached thereto and all rights of Assignor associated therewith, including, but not limited to, the right to sue for, and collect damages by reason of, any past infringement of said Appendix A Trademarks and Trade Names.

IN WITNESS WHEREOF, Assignor has executed the Assignment on the date first above written.

Figgie Licensing Corporation

ASSIGNOR

BY:


Name: V.A. CHIARULLI
Title: PRESIDENT
Office:

STATE OF Ohio)
COUNTY OF Lake) SS

On this 22nd day of August, 1994, before me, a Notary Public, personally appeared Vincent A. Chavira personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cheri A. Costello
Notary Public

CHERI A. COSTELLO
Notary Public, State of Ohio
My Commission Expires January 20, 1998
(Recorded in Lake County)

Schedule A

United States Trademarks and Trade Names

<u>Number</u>	<u>Trademark or Trade Name</u>	<u>Class</u>	<u>Date</u>
528557	Essick	23 (US)	08/08/50
611401	Air Power	23 (US)	08/30/55
752901	Patch Force	23 (US)	07/16/63
759175	Essick Design	23 (US)	10/29/63
867869	Big Boy	7	04/08/69
883732	Edge Roll	7	01/06/70
1192440	One Sacker	7	02/03/82
1199334	Speed Mix	7	06/29/82

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RECORDED: 01/08/2002

TRADEMARK
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