

12/27/01

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TRADEMARK

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Crawford Equipment & Engineering Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State Florida 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: 12-07-01

2. Name and address of receiving party(ies)

Name: The Hillstreet Fund, L.P. Internal Address:

Street Address: 300 Main Street City: Cinti State: OH Zip: 45202

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State 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 registration number(s):

A. Trademark Application No.(s) 76/301,209

B. Trademark Registration No.(s) 2,280,718

Additional number(s) attached Yes No

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

Name: Keating, Muething & Klekamp

Internal Address: Attn: Daniel B. Runk, Esq.

Street Address: 1400 Provident Tower One East Fourth Street

City: Cinti State: OH Zip: 45202

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 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.

Daniel B. Runk Name of Person Signing

Signature

12-27-01

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/14/2002 DBYRNE 00000572 76301209

01 FC:481 40.00 OP 02 FC:482 25.00 OP

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of December 7, 2001, by and between CRAWFORD EQUIPMENT & ENGINEERING COMPANY, a Florida corporation (the "Assignor"), and THE HILLSTREET FUND, L.P., a Delaware limited partnership (the "Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations listed on Schedule A attached hereto (the "Trademarks"), and made a part hereof; and

WHEREAS, the Assignor and Assignee entered into a Voluntary Repossession and Repurchase Agreement dated as of December \_\_, 2001 (the "Agreement") which provided for Assignee to hold a public foreclosure sale of the Assets of Assignor (the "Sale"); and

WHEREAS, at the Sale, Assignee purchased the Assets, and Assignor is hereby assigning and transferring the Assets to Assignee, including but not limited to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks.

This Assignment is in accordance with and subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Agreement, all of which are incorporated herein by reference. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the terms of the Agreement shall control.

*[The remainder of this page is intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on this 7 day of December, 2001.

CRAWFORD EQUIPMENT & ENGINEERING COMPANY

By: Shane Dolohanty  
Name: Shane Dolohanty  
Title: President

STATE OF Florida  
COUNTY OF Orange ) ss.:

On this 7<sup>th</sup> day of December, 2001, before me came Shane Dolohanty the President of Crawford Equipment & Engineering Company, a Florida corporation, to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that \_\_\_\_\_ executed the same.

Patricia A Calabrese  
Notary Public



**SCHEDULE A**

**TRADEMARKS**

<u>Mark</u>	<u>Reg./Serial No.</u>	<u>Registration/Filing Date</u>
STEADY CUT	2,280,718	09-28-1999
STEADMAN STEEL	76/301,209	08-17-2001