

02-11-2002

FORM PTO-1594
(Rev. 6-93)



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

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

101979744

6714, 6715, 6716, 6717

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

1. Name of conveying party(ies):

Wis-Con Total Power Corp.

- Individual(s)
- Association
- Limited Partnership
- Corporation - Delaware
- Other

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

1.24.02

2. Name and address of receiving party(ies)

Name: Wisconsin Motors, LLC.

Internal Address:

Street Address: 2021 MacArthur Road

City: Waukesha State: WI Zip: 53188

- Individual(s) citizenship
- Corporation
- General Partnership
- Limited Liability Company - Wisconsin
- 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

3. Nature of conveyance:

- Change of Name
- Assignment - Execution Date: September 10, 2001
- Merger
- Security Agreement
- Other - Partnership dissolution

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,908,147 1,913,008 1,911,101 1,944,950

Additional numbers attached? Yes No

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

Name: Kent A. Lee, Esq.

Internal Address: Reinhart, Boerner, Van Deuren

Norris & Rieselbach, s.c.

1000 North Water Street

Milwaukee, WI 53202

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....

\$115.00

- Enclosed
- Authorized to be charged to deposit account
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

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

02/08/2002 DBYRNE 00000215 1908147

DO NOT USE THIS SPACE

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01 FC:461
02 FC:462

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.

Kent A. Lee

Name of Person Signing

[Signature]
Signature

October 26, 2001
Date

Total number of pages including cover sheet, attachments, and document: [7]

792298

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

TRADEMARK
REEL: 002440 FRAME: 0602

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") dated September 10, 2001, by and between WISCONSIN MOTORS, LLC, a Wisconsin limited liability company, ("Assignee"), and WIS-CON TOTAL POWER CORP., a Delaware corporation (the "Assignor").

RECITALS

- A. ASSIGNOR is the owner of record of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as "the Trademarks").
- B. Certain assets of ASSIGNOR are being transferred to ASSIGNEE pursuant to other agreements being executed concurrently herewith, the transferred assets including the Trademarks and that portion of ASSIGNOR's business with which the Trademarks are associated.
- C. ASSIGNEE desires by execution of this Assignment to obtain a quitclaim assignment of all of ASSIGNOR's rights, title, and interest in and to the Trademarks from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant a quitclaim assignment of all of its rights, title, and interest in and to the Trademarks to ASSIGNEE.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:
 - 1.1 Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Exhibit A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, ASSIGNOR hereby quitclaims and sells, assigns, and

transfers to ASSIGNEE, its successors, and assigns all of ASSIGNOR's entire rights, title, and interest in and to the Assigned Trademarks.

ASSIGNOR MAKES NO WARRANTIES WITH RESPECT TO THE ASSIGNED TRADEMARKS, INCLUDING, WITHOUT LIMITATIONS, ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS. ALL OF THE ASSIGNED TRADEMARKS ARE SOLD IN "AS IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE WARRANTS THAT IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS BY ASSIGNOR AND THAT ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY ARE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY.

3. Representations.

3.1 Incorporation. Each party represents and warrants that it is a corporation or a limited liability company, as applicable, which is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration and has the full corporate power and authority to enter into this Assignment and perform its agreements and covenants to be performed hereunder.

3.2 Authority. Each party represents and warrants that the execution and delivery of this Assignment by it and the performance by it of its covenants and agreements hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by it, this Assignment shall constitute the valid and legally binding agreement of it, enforceable against it in accordance with its terms.

3.3 Conflicts. Each party represents and warrants that neither the execution and delivery of this Assignment nor the consummation or performance by it of the transactions contemplated herein will violate any provision of its certificate of incorporation or by-laws.

4. General Provisions.

4.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments

or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

4.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

4.3 No Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

4.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

4.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

4.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.8 Force Majeure. The parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that party shall promptly notify the other party of such fact in writing

4.9 Further Agreements. The parties agree to execute and deliver such other documents and to take such other actions as any of them may reasonable request to give effect to this Agreement. The costs of preparing any assignments, agreements and other documents necessary to confirm the conveyance herein, and of recording and filing the same, shall be borne by Assignor.

4.10 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

WISCONSIN MOTORS, LLC

By *Herald Schaefer*
Its *BOARD A. SCHAEFER PRESIDENT / MEMBER*

WIS-CON TOTAL POWER CORP.

By _____
Its _____

assignment of trademark

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WISCONSIN MOTORS, LLC

By _____
Its _____

WIS-CON TOTAL POWER CORP.

By Ralph M. Hering
Its Director

EXHIBIT A

A. Registered Marks

- 1. Mark: Wis-Con Total Power
 Reg. No.: 1,908,147
 Issued: 8/1/1995
 Country: US
- 2. Mark: "Horse Design Logo" Design trademark
 Reg. No.: 1,913,008
 Issued: 8/22/1995
 Country: US
- 3. Mark: "4-Triangle Logo" Design trademark
 Reg. No.: 1,911,101
 Issued: 8/15/1995
 Country: US
- 4. Mark: Wisconsin
 Reg. No.: 1,944,950
 Issued: 1/2/96
 Country: US
- 5. Mark: Wisconsin
 Reg. No.: 291/65
 Issued: 8/10/92
 Country: Saudia Arabia

B. Unregistered Marks:

Wisconsin Robin
 Wisconsin Heavy Duty Engines
 Wisconsin Air Cooled
 "Wisconsin Air Cooled" Design trademark
 "Wisconsin & Clock emblem" Design trademark
 "New Horse" Design trademark