

03-29-2002



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

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

102036991

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

1. Name of conveying party(ies):

Pitt-Des Moines, Inc. PDM Bridge Corp.

3-19-02

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

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

2. Name and address of receiving party(ies)

Name: Steel Bridges, LLC

Internal

Address:

Street Address: 2800 Melby Street

City: Eau Claire State: WI Zip: 54703

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

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:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/13/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1461339, 1832911

Additional number(s) attached Yes No

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

Name: Goldberg, Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

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:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuik Name of Person Signing

Signature

03/19/02

Date

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

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

03/28/2002 LMUELLER 00000220 1461339

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

TRADEMARK REEL: 002472 FRAME: 0025

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is entered into as of March 13, 2002 (this "Assignment"), by PITT-DES MOINES, INC., a Pennsylvania corporation ("PDM"), and PDM BRIDGE CORP. ("PDM Florida"), a Delaware corporation (together with their successors and permitted assigns, collectively, "Assignors").

RECITALS:

WHEREAS, Assignors are engaged, among other things, in the business of the engineering and design, procurement and fabrication of steel bridges (the "Business");

WHEREAS, STEEL BRIDGES, LLC ("Assignee") desires to purchase substantially all of the related tangible and intangible assets used in the conduct of the Business (including, to the extent assignable, all licenses and permits) and to assume certain liabilities associated with the Business, and Assignors desire to sell and transfer to Assignee the Business and such assets and liabilities; and

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated as of February 1, 2001 (as amended, restated, supplemented or otherwise modified, the "Asset Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment and delivery by Assignors to Assignee of the Acquired Assets; and

WHEREAS, the Assignors desire to execute and deliver this Assignment for the purpose of effecting the transfer, assignment and assumption of certain rights and liabilities.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreements and covenants contained in the Asset Purchase Agreement, and for other good and valuable consideration (including without limitation the payment of the Purchase Price), the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree as follows:

1. Trademark Assignment. Assignors hereby assign and set over unto Assignee the following:
 - A. Assignors' entire right, title and interest in and to its trademarks used in the Business held in the United States and in all foreign countries, whether or not such trademarks have been registered prior to, on or after the date of this Assignment, including the trademarks set forth on Schedule A attached hereto (the "Trademarks"), and any and all renewals and extensions thereof, together with the goodwill of the Business carried on in connection with such Trademarks; and
 - B. All claims, demands and rights of action, both statutory and based upon common law, that Assignors have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

2. Further Assurance. Assignors agree that they shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect, evidence and record the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any Person, other than the Assignors and Assignee and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. **GOVERNING LAW**. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, OR THE NATIONAL LAWS OF ANOTHER COUNTRY IN WHICH ANY OF THE TRADEMARKS IS USED, WHETHER OR NOT REGISTERED OR APPLIED FOR, AND THE APPROPRIATE RULES AND REGULATIONS GOVERNING TRADEMARKS IN THE RESPECTIVE COUNTRIES.

7. Definition. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Asset Purchase Agreement.

8. Successors and Assigns. This Assignment shall be binding upon the Assignors and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall not be construed to confer any right or benefit upon any Person, other than the Assignors, the Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNORS:

PITT-DES MOINES, INC.

By: W. W. Kea
Authorized Officer

PDM BRIDGE CORP.

By: A. A. Byer
Authorized Officer

633947_1

SCHEDULE A

Registered Trademarks:

<u>Reg. No.</u>	<u>Description</u>
1,461,339	"PDM" as a stylized word mark - construction of sewage treatment plants for others.
1,832,911	"PDM" - Class 37 - Construction of Bridges, buildings, tanks and vessels.

Unregistered Trademarks:

PDM Bridge
PDM Bridge Corp.