

05-10-2002

HEET

Docket No.:



LY

Tab settings

102085128

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies):

Frink America, Inc.

4-26-02

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: March 21, 2002

2. Name and address of receiving party(ies):

Name: Everest Equipment, Inc.

Internal Address:

Street Address: Ayer's Cliff

City: Quebec, CANADA State: ZIP:

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

733,392

838,732

735,961

Additional numbers Yes No

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

Name: Neal L. Slifkin, Esq.

Internal Address: Harris Beach LLP

Street Address: 99 Garnsey Road

City: Pittsford State: NY ZIP: 14534

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-0865

OFFICE OF PUBLIC RECORDS
2007 APR 26 AM 11:30
FINANCE SECTION

05/10/2002 TBIAZI 00000001 733392

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

Neal L. Slifkin

Name of Person Signing

Neal L. Slifkin

Signature

4/4/02

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

ASSIGNMENT AGREEMENT

This Agreement is effective on March 21, 2002 by and between Frink America, Inc. having an address of 205 Webb Street Clayton, New York 13624, USA ("ASSIGNOR") and Everest Equipment, Inc. having a place of business at Ayer's Cliff, Quebec, Canada ("ASSIGNEE").

WHEREAS, ASSIGNOR owns certain intellectual property relating to its business,

WHEREAS, ASSIGNEE desires to acquire certain intellectual property owned by ASSIGNOR;

Now, therefore, in consideration of ten (10) dollars paid by ASSIGNEE to ASSIGNOR, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

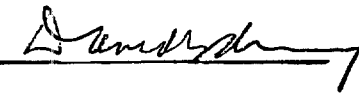
1. ASSIGNOR and its employees and agents, hereby assign to ASSIGNEE all right, title and interest in and to the patents identified on Schedule A hereto, all foreign patent rights in and to the patents identified on Schedule A hereto, and all right title and interest in and to the trademarks and trademark registrations, including the goodwill symbolized thereby, identified on Schedule B hereto.

2. At ASSIGNEE's request, ASSIGNOR and its employees and agents, shall sign any and all documents, instruments and agreements necessary or appropriate to

confirm or otherwise effect ownership of the patents and trademarks assigned hereby in
ASSIGNEE.

3. This assignment is made with the acknowledgement and consent of
727779 Alberta Ltd., a secured creditor.

ASSIGNOR

By: 

David Lowry

President

727779 Alberta Ltd.

By: 

Title: President

SCHEDULE "A"

PATENTS - U.S.		
Name	Date	Registration #
Reversible Moldboard Assembly	June 13, 1989	4,837,951
Trip Apparatus for Moldboard Assembly	March 9, 1993	5,191,729

PATENTS - CANADA		
Name	Date	Registration #
Reversible Moldboard Assembly	June 21, 1994	1,330,258

SCHEDULE "B"

TRADEMARKS - U.S.	
Name	Registration #
Roll-Over	733,392
Frink and Design	838,732
Frink	735,961

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3/6/02 4:00 pm

RECORDED: 04/26/2002

TRADEMARK
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