

05-13-2002



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

102087364

To the Honorable Commi.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Amclyde Engineered Products, Inc.
240 East Plato Boulevard
St. Paul, Minnesota 55107-1631

H. 22.02

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

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

2. Name and address of receiving party(ies)
AEPI Acquisition, Inc.
240 East Plato Boulevard
St. Paul, Minnesota 55107-1631

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 22, 2002

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)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
809,229

OFFICE OF PUBLIC RECORDS
702 APR 22 AM 9:23
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stuart R. Hemphill
Internal Address: Dorsey & Whitney LLP

Street Address: Suite 1500, 50 South Sixth Street

City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41). \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420
(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.

Stuart R. Hemphill *Stuart R. Hemphill* April 22, 2002
Name of person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

05/13/2002 LMUELLER 00000069 009229

01 FC:481

40.00 DP

BOX ASSIGNMENT
Director - U.S. Patent and Trademark Office
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Assignment (the "Assignment") having an effective date of October 31, 1997, is made by and between AmClyde Engineered Products, Inc., a corporation organized and existing under the laws of Delaware ("Assignor") and AEPI Acquisition, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the mark identified on the attached Exhibit A (the "Mark") and in 1997 entered into an agreement under which Assignor transferred to Assignee substantially all Assignor's assets relating to heavy duty construction and material handling equipment; and

WHEREAS, the parties intended that all trademarks and service marks relating to the transferred assets, including the Mark, be formally transferred to Assignee in 1997, but the Mark was inadvertently omitted from the list of marks formally assigned to Assignee in a Trademark Assignment effective October 31, 1997;

WHEREAS, Assignee is desirous of formally acquiring the above-identified Mark and any applications and registrations therefor, including the applications and/or registrations identified on the attached Exhibit A, to effect the parties' 1997 intentions as set forth in paragraph 5 of the Trademark Assignment effective October 31, 1997.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged, the parties agree as follows:

1. Effective as of October 31, 1997, Assignor hereby sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Mark, and any applications and registrations therefore, including the applications and/or registrations identified on the attached Exhibit A, together with the part of the good will of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.
2. Assignor further sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.
3. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy the rights, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary by Assignee to perfect in it the rights, title and interest herein conveyed.
4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

5. While Assignor is not aware of any additional marks that it owns, it is intended that Assignor assign all its trademark and service mark rights hereby. Such additional marks (if there be any) are hereby assigned to Assignee, together with all the goodwill associated therewith.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument this 22 day of April, 2002.

AMCLYDE ENGINEERED PRODUCTS, INC.

By Richard Juelich
Its: PRESIDENT

State of Minnesota)
) ss.
County of RAMSEY)

On this 22 day of April 2002, before me appeared RICHARD JUELICH the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Colleen F. King
Notary Public

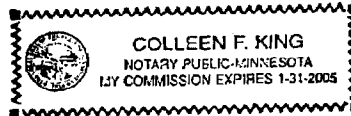


Exhibit A

Trademark/Name	Status	Case No.	Appln No.	Filing Date.	Reg. No.	Reg. Date	Renewal Date	Country	Owner
CLYDE	Reg	10309	214,695	3/22/65	809,229	5/31/66	8/26/86	U.S.	AmClyde Engineered Products, Inc.

DORSEY & WHITNEY LLP

MINNEAPOLIS
NEW YORK
SEATTLE
DENVER
WASHINGTON, D.C.
NORTHERN VIRGINIA
DES MOINES
LONDON
ANCHORAGE
SALT LAKE CITY
BRUSSELS

SUITE 1500
50 SOUTH SIXTH STREET
MINNEAPOLIS, MINNESOTA 55402-1498
TELEPHONE: (612) 340-2600
FAX: (612) 340-2868
www.dorseylaw.com

STUART R. HEMPHILL
(612) 340-2734
FAX (612) 340-8856
hemphill.stuart@dorseylaw.com

COSTA MESA
BILLINGS
FARGO
HONG KONG
GREAT FALLS
ROCHESTER
TOKYO
MISSOULA
VANCOUVER
TORONTO
SHANGHAI

April 22, 2002

BOX ASSIGNMENT

Director – Patent & Trademark Office
Washington D.C. 20231

BY EXPRESS MAIL

Express Mail No. EV040153574US

Re: Recordal of Assignment from Amclyde Engineered Products, Inc. to AEPI Acquisition, Inc.
Recordal of Name Change from AEPI Acquisition, Inc. to Amclyde Engineered Products Company, Inc.
Mark: CLYDE & Design
Our File: 10,309

Dear Sir or Madam:

Enclosed herewith in connection with the recordal of the above assignment are the following documents:

Trademark Assignment regarding Registration No. 809,229 with Recordation Form Cover Sheet;

Certificate of Amendment for Name Change with Recordation Cover Sheet and;

2 checks in the amount of \$40.00 to cover the recording fee for each of the recordations

Express Mail mailing label number EV040140156US

Date of Deposit April 22, 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Director – U.S. Patent and Trademark Office, Attention: BOX ASSIGNMENT, Washington, DC 20231.

Brian Ballard

Name

Signature

TRADEMARK
REEL: 002505 FRAME: 0040

DORSEY & WHITNEY LLP

BOX ASSIGNMENT

April 22, 2002

Page 2

A return postcard is also enclosed on which the stamped date of receipt would be appreciated. Please charge any addition fees or credit any overpayment to our deposit account

Respectfully Submitted

DORSEY & WHITNEY LLP



Stuart R. Hemphill
Attorney for Applicant

SRH;jaa/jah
Enclosures