

05-21-2002

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



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

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

1. Name of conveying party(ies): 4-30-02 Simplicity Engineering, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Powerscreen USA Inc. Internal Address: Street Address: 11001 Electron Drive City: Louisville State: KY Zip: 40299 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: February 28, 1994

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1173925 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lawrence E. Abelman Internal Address: Abelman Frayne & Schwab Street Address: 150 East 42nd Street City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Lawrence E. Abelman Name of Person Signing Signature April 30, 2002 Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 002510 FRAME: 0264

ASSIGNMENT OF REGISTERED MARKS

THIS ASSIGNMENT OF REGISTERED MARKS (the "Assignment") is entered into as of February 28, 1994, by SIMPLICITY ENGINEERING, INC., a Delaware corporation (the "Assignor"), with a business address at 212 South Oak Street, Durand, Michigan 48429 to POWERSCREEN USA INC., a Delaware corporation (the "Assignee"), with a business address at 11001 Electron Drive, Louisville, Kentucky 40299.

WHEREAS the Assignor owns the following trademarks (the "Trademarks"), including, without limitation, all rights under a registration of the Trademarks on the Principal Register in the United States Patent and Trademark Office with the registration numbers and dates of issuance set forth below:

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Issuance</u>
Simplicity	240,943	April 10, 1928
Simplicity	377,131	April 16, 1940
Simplicity	1,173,925	October 20, 1981
Simpli-Flo	551,788	December 4, 1951
Simplicity & Design	597,890	November 9, 1954

WHEREAS, the Assignee is purchasing substantially all of the assets of the Assignor pursuant to the terms and conditions of an Assets Purchase Agreement dated as of February 4, 1994, between the Assignor and the Assignee, and joined in by Lukens Inc. and Powerscreen International PLC (the "Assets Purchase Agreement"); and

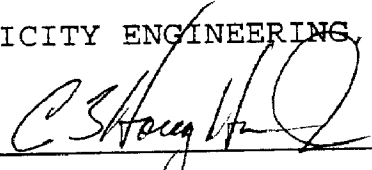
WHEREAS, in consideration for the payment of the Purchase Price (as defined in the Assets Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, title and interest in the Trademarks and their registrations;

NOW, THEREFORE, this agreement reflects Assignor's assignment, conveyance and transfer unto the Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, all proceeds of infringement suits, rights to sue for past, present and future infringements, and all rights corresponding to the Trademarks throughout the world including, without limitation, the registrations.

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment as of February 28, 1994, but actually on the dates set forth below.

ASSIGNOR:

SIMPLICITY ENGINEERING, INC.

By 

Title: President

Date: February 28, 1994