

05-31-2002

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

RE



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

Tab settings

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

1. Name of conveying party(ies): 5-16-02 TAP Enterprises, Inc. d/b/a Cummins Industrial Tools

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 28, 2002

2. Name and address of receiving party(ies)

Name: Bollinger Industries, L.P.

Internal Address:

Street Address: 602 Fountain Parkway

City: Grand Prairie State: TX Zip: 75050

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

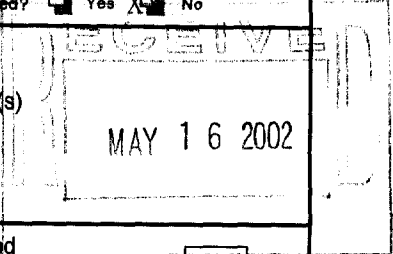
4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,878,692 777,904

Additional number(s) attached Yes No



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

Name: Geoffrey A. Mantooth

Internal Address:

Decker, Jones, McMackin, McClane

Hall & Bates, P.C.

Street Address: Burnett Plaza

801 Cherry Street, Suite 2000

City: Fort Worth State: TX Zip: 76102

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$80.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Geoffrey A. Mantooth

Signature

Date May 13, 2002

05/30/2002 DBYRNE 00000187 1828692

01 FC:481 02 FC:482

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

25.00 DP 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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CHECK Refund Total: \$15.00

TRADEMARK REEL: 002516 FRAME: 0470

# TRADEMARK ASSIGNMENT

**THIS** Trademark Assignment is made and entered into by and between TAP Enterprises, Inc. d/b/a Cummins Industrial Tools, a Nebraska corporation (hereinafter "Cummins") and Bollinger Industries, L.P., a Texas limited partnership (hereinafter "Bollinger");

**WHEREAS**, Cummins acquired an interest in the following Trademarks having registration and application serial numbers shown below, pursuant to a Secured Creditor's Bill of Sale Pursuant to K.S.A. § 84-9-610 dated January 28, 2002, transferring title from HSBC Business Credit (USA), Inc., to Cummins:

Trademark	Registration No. (Country)	Application Serial No.	Registration Date
WEATHER-RITE	1,878,692 (USA)	74454336	02/14/1995
	816.182.370 (Brazil)		10/06/1992
	816.182.388 (Brazil)		08/18/1992
	149.260 (Thailand)		11/26/1990
	150.264 (Thailand)		01/03/1991
WEATHER-RITE & DESIGN	578,752 (China)		01/10/1992
WEATHER-RITE WR & DESIGN	218,128 (S. Korea)		08/02/1991
	220,508 (S. Korea)		08/30/1991
	130,839 (Russia)		08/15/1995
	212,855 (Taiwan)		06/01/1983
WEATHERITE	0777904 (USA)	72172442	09/29/1964

**AND WHEREAS**, Bollinger is desirous of acquiring Cummins' interest in the Trademarks; and

**AND WHEREAS**, Cummins' is willing to transfer its interest in the Trademarks, applications, and registrations, pursuant to an agreement entered into between the parties dated 1/28/02.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings herein expressed it is agreed by and between the parties as follows:

1. Bollinger pays to Cummins, and Cummins acknowledges the receipt and sufficiency thereof, the sum of Ten (\$10.00) Dollars, and other good and valuable consideration.
2. Cummins does hereby assign to Bollinger all of its right, title and interest throughout the world to and under the Trademarks, including the registrations and applications, together with the goodwill of the business symbolized by the Trademarks, including, without limitation, all of the rights and privileges pertaining to the Trademarks and any registrations thereof.
3. Cummins agrees to execute and deliver any and all papers necessary or desirable to make a record of this Assignment of said Trademarks, registrations and applications, at anytime, upon reasonable request and at the expense of Bollinger.

4. THIS ASSIGNMENT IS MADE "AS IS, WHERE IS." CUMMINS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR DESCRIPTION, WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AND/OR REPRESENTATIONS AS TO THE EXISTENCE, ACTIVE STATUS, ENFORCEABILITY, AND/OR VALIDITY OF ANY OF THE TRADEMARKS, REGISTRATIONS OR APPLICATIONS AND/OR CUMMINS' TITLE TO ANY OF THE TRADEMARKS, REGISTRATIONS OR APPLICATIONS.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the dates below.

**TAP ENTERPRISES, INC., D/B/A CUMMINS INDUSTRIAL TOOLS**

Date: 2/28/02

BY: [Signature]

Richard Mitchell  
Printed Name

General Manager  
Title

State of Kansas §

County of Johnson §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard Mitchell, to me known, who being by me duly sworn did depose and say that he or she is an officer of TAP Enterprises, Inc. d/b/a Cummins Industrial Tools, the corporation described in and which executed the foregoing instrument, that he or she is authorized to execute this instrument on behalf of said corporation and that he or she signed his or her name thereto by like authority.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, 2002.

SEAL

[Signature]  
Notary Public for said County and State

Printed Name Tina D. Warman

My Commission expires May 31, 2004