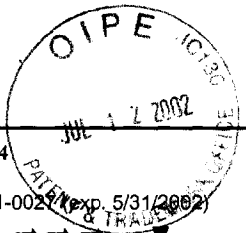


07-18-2002



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REGISTRATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0029 Exp. 5/31/2002  
Tab settings → → →

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

1. Name of conveying party(ies): 7-12-02  
**Gannon Manufacturing Co., Inc.**  
 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: **WEC Company d/b/a Woods Equipment**  
Internal \_\_\_\_\_ Co.  
Address: **9405 Alden Road**  
Street Address: **9405 Alden Road**  
City: **Alden** State: **IL** Zip: **60033**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 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


3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
**1,182,720**  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Jeanne M. Gills**  
Internal Address: **FOLEY & LARDNER**  
**One IBM Plaza, 330 North Wabash Ave.,**  
**Suite 3300, Chicago, IL 60611**  
Street Address: **One IBM Plaza, 330 North**  
**Wabash Ave., Suite 3300**  
City: **Chicago** State: **IL** Zip: **60611**

6. Total number of applications and registrations involved: ..... **1**  
7. Total fee (37 CFR 3.41)..... **\$40.00**  
 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.*  
**Jeanne M. Gills**  
Name of Person Signing       Signature      6/24/02 Date  
Total number of pages including cover sheet, attachments, and document: **13**

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

07/17/2002 6TON11 00000141 1182720  
01 FC:481 40.00

**TRADEMARK**  
**REEL: 002545 FRAME: 0239**

**PURCHASE OF ALL OF THE OUTSTANDING STOCK**

**OF**

**GANNON MANUFACTURING CO., INC.,**  
a California corporation

**BY**

**WEC COMPANY,**  
a Delaware corporation

**June 30, 1994**

**STOCK PURCHASE AGREEMENT**

**AMONG**

**WEC COMPANY,  
GANNON MANUFACTURING CO., INC.,  
BUTLER PERRYMAN,**

**TRUSTEE OF THE PERRYMAN FAMILY TRUST DATED  
FEBRUARY 21, 1985; STEVEN PERRYMAN, TRUSTEE OF THE BUTLER  
AND VIRGINIA PERRYMAN 1994 CHARITABLE  
REMAINDER UNITRUST; STEVEN PERRYMAN,  
TRUSTEE OF THE STEVEN PERRYMAN FAMILY TRUST DATED  
AUGUST 6, 1990; LYNN PERRYMAN, TRUSTEE OF THE LYNN  
PERRYMAN FAMILY TRUST DATED JANUARY 18, 1991;  
RICHARD D. BOUCHER;  
BUTLER PERRYMAN; VIRGINIA PERRYMAN;  
STEVEN PERRYMAN AND LYNN PERRYMAN**

June 30, 1994

## STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement") dated June 30, 1994, by and among WEC COMPANY, a Delaware corporation ("Buyer"); GANNON MANUFACTURING CO., INC., a California corporation ("Company"); BUTLER PERRYMAN, TRUSTEE OF THE PERRYMAN FAMILY TRUST DATED FEBRUARY 21, 1985; STEVEN PERRYMAN, TRUSTEE OF THE BUTLER AND VIRGINIA PERRYMAN 1994 CHARITABLE REMAINDER UNITRUST (the "Charitable Remainder Unitrust"); STEVEN PERRYMAN, TRUSTEE OF THE STEVEN PERRYMAN FAMILY TRUST DATED AUGUST 6, 1990; LYNN PERRYMAN, TRUSTEE OF THE LYNN PERRYMAN FAMILY TRUST DATED JANUARY 18, 1991; and RICHARD D. BOUCHER ("Boucher") (individually, each a "Shareholder" and together, "Shareholders"); and BUTLER PERRYMAN, VIRGINIA PERRYMAN, STEVEN PERRYMAN and LYNN PERRYMAN (individually, each a "Beneficiary" and together, "Beneficiaries").

### R E C I T A L S

A. Company is engaged in the manufacture and sale of attachments for construction equipment (the "Business"). Shareholders own all of the issued and outstanding shares (the "Shares") of capital stock of Company through their ownership of the common stock, no par value per share ("Common Shares"), and preferred stock, par value per share ("Preferred Shares").

B. Company's facilities consist of manufacturing plants, warehouses and executive offices located at 14821 Artesia Boulevard, La Mirada, California and 1001 Schriewer Street, Sequin, Texas (separately, the "California Facility" and the "Texas Facility", respectively, and together, the "Facilities").

C. Shareholders own all of issued and outstanding Shares and Beneficiaries are trust beneficiaries of certain of the Shareholders.

D. Buyer desires to purchase the Shares from Shareholders and Shareholders and Beneficiaries desire that Shareholders sell the Shares to Buyer, upon the terms and conditions herein set forth.

E. Shareholders wish to designate Steven Perryman as their agent and attorney-in-fact with the authority to act on their behalf in connection with the sale of the Shares to Buyer.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. PURCHASE AND SALE OF SHARES

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined) Shareholders shall sell to Buyer and Buyer shall purchase from Shareholders all the Shares.

2. PURCHASE PRICE - PAYMENT

2.1. Purchase Price. The purchase price (the "Purchase Price") payable for the Shares shall be (a) with respect to the

3.18. Trade Rights. Schedule 3.18 lists all Trade Rights (as defined below) in which Company now has any interest, specifying whether such Trade Rights are owned, controlled, used or held (under license or otherwise) by Company, and also indicating which of such Trade Rights are registered. All Trade Rights shown as registered in Schedule 3.18 have been properly registered, all pending registrations and applications have been properly made and filed and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. In order to conduct the business of Company, as such is currently being conducted or proposed to be conducted, Company does not require any Trade Rights that it does not already have. Company is not infringing and has not infringed any Trade Rights of another in the operation of the business of Company, nor, except as set forth in Schedule 3.18, has Company received any written notice of such infringement, nor has any other person infringed the Trade Rights of Company within the last five (5) years. Company has not granted any license or made any assignment of any Trade Right listed on Schedule 3.18, nor does Company pay any royalties or other consideration for the right to use any Trade Rights of others, except as set forth in Schedule 3.18. Schedule 3.18 sets forth all inquiries; to Company's actual knowledge, investigations; or claims or litigation challenging or, to

Company's actual knowledge, threatening to challenge Company's right, title and interest with respect to its continued use and right to preclude others from using any Trade Rights of Company, within the last five (5) years. All Trade Rights of Company are valid, enforceable and in good standing, and there are no equitable defenses to enforcement based on any act or omission of Company. The consummation of the transactions contemplated hereby will not alter or impair any Trade Rights owned or used by Company. As used herein, the term "Trade Rights" shall mean and include: (i) all material trademark rights, business identifiers, trade dress, service marks, trade names and brand names, all registrations thereof and applications therefor and all goodwill associated with the foregoing; (ii) all material copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; (iii) all material patents and patent applications, and all international proprietary rights associated therewith; (iv) all material contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all material inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property; and (vi) all claims for infringement or breach of any of the foregoing.

3.19. Major Customers and Suppliers.

**PURCHASE OF ALL OF THE OUTSTANDING STOCK**

**OF**

**GANNON MANUFACTURING CO., INC.,**  
**a California corporation**

**BY**

**WEC COMPANY,**  
**a Delaware corporation**

**June 30, 1994**

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**DISCLOSURE SCHEDULES**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BUYER:

WEC COMPANY

By: Peter M. Gotsch  
Printed Name: Peter M. Gotsch  
Title: Vice President

COMPANY:

GANNON MANUFACTURING CO., INC.

By: [Signature]  
Printed Name: STEVEN PERRYMAN  
Title: PRESIDENT

SHAREHOLDERS:

[Signature]  
Butler Perryman, Trustee of the Perryman Family Trust


[Signature]  
Steven Perryman, Trustee of the Butler and Virginia Perryman 1994 Charitable Remainder Unitrust

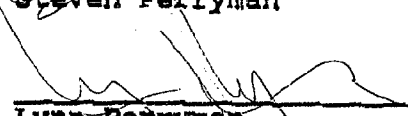
[Signature]  
Steven Perryman, Trustee of the Steven Perryman Family Trust

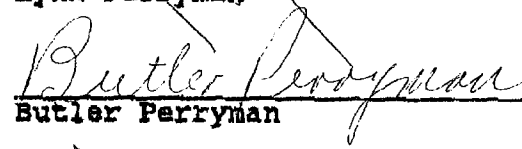
[Signature]  
Lynn Perryman, Trustee of the Lynn Perryman Family Trust

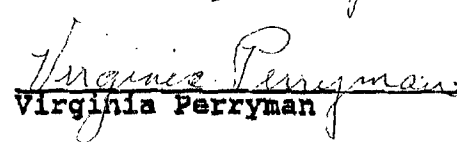
[Signature]  
Richard Boucher

**BENEFICIARIES:**

  
\_\_\_\_\_  
**Steven Perryman**

  
\_\_\_\_\_  
**Lynn Perryman**

  
\_\_\_\_\_  
**Butler Perryman**

  
\_\_\_\_\_  
**Virginia Perryman**

Trade Rights

The Company maintains the Trademark "Gannon" and asserts common law trademark rights over the name "Earthcavator."