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Form PTO-504

(Rev. 03/00)

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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):

Meco International Limited

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

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

2. Name and address of receiving party(ies)

Name: Joy Mining Machinery Limited

Internal Address: \_\_\_\_\_

Street Address: Bromyard Road

City: Worcester State: \_\_\_\_\_ Zip: WR2 5EG

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other incorporated in England and Wales

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: 28 May, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2107527

Additional number(s) attached  Yes  No

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

Name: James Earl Lowe, Jr.

Internal Address: \_\_\_\_\_

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

08/16/2002 6TON11 00000072 080757 2107527

01 FO:481 40.00 CH  
02 FO:482 25.00 CH

Street Address: 15417 W. National Avenue, #300

City: New Berlin State: WI Zip: 53151

8. Deposit account number:

08-0757

(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.

James Lowe  
Name of Person Signing

James Lowe  
Signature

8-8-02  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK  
REEL: 2564 FRAME: 0584

**Trademark Registration Number**

2107527

2121924

TRADEMARK AND GOODWILL ASSIGNMENT

Dated <sup>2001.</sup>  
28 May 2002

Parties:

- (1) **MECO INTERNATIONAL LIMITED**, a company incorporated in Scotland (registered no. SC 114465, whose registered office is at PricewaterhouseCoopers, 1 Blythswood Square, Glasgow G2 4AD, (the "**Assignor**")); and
- (2) **JOY MINING MACHINERY LIMITED**, a company incorporated in England and Wales (registered no. 02546087), whose registered office is at Bromyard Road, Worcester WR2 5EG ("**JMM**").

Recitals:

- (A) The Assignor has adopted, used, is using and is the registered proprietor of various registered trademarks and registered service marks and the registrations therefore as identified in the schedule attached hereto (the "**Registered Trade Marks**"); and
- (B) JMM is desirous of securing, and Assignor is desirous of granting to JMM, an assignment of the Registered Trade Marks, trade marks and service marks for which applications for registration have been filed and the applications as identified in the schedule attached hereto (the "**Applications**"), and all names, logos and other unregistered marks which include, comprise of or are similar to any of the Registered Trade Marks or Applications (the "**Unregistered Trade Marks**", the Registered Trademarks, the Applications and the Unregistered Trade Marks together the "**Trade Marks**"), as well as the goodwill developed and established, symbolized and associated in connection with the Trade Marks.

Operative provisions:

1. **Assignment**

In consideration of the sum of one pound Sterling (£1) now paid by JMM to the Assignor, receipt of which Assignor does hereby acknowledge, Assignor hereby assigns and transfers to JMM absolutely:

- (i) all of its right, title and interest in and to the Trade Marks including all statutory and common law rights attaching to the Trade Marks and all rights, powers, privileges, liberties and immunities attaching to the Trade Marks, free from all liens, charges and encumbrances (other than as created pursuant to a debenture dated 5 July 2001 in favour of The Law debenture Trust Corporation p.l.c. (as amended varied or supplemented from time to time);
- (ii) pursuant to clause 1(i), the benefit of any trademark or service mark granted pursuant to an Application with the intention that on registration JMM is entered on the register of trade marks as the registered proprietor of that registered trade mark;

(iii) the right to sue for and recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Trade Marks which may have occurred before the date of this Assignment; and

(iv) the goodwill attaching to the Trade Marks.

2. **Further Assurance**

The Assignor shall on request by JMM and at JMM's expense do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Assignment and give such assurance as JMM may reasonably request to complete the registrations of the trade marks and service marks pursuant to the Applications.

3. **Assistance With Proceedings**

If proceedings are instituted by way of claim, petition or counter-claim impugning the validity of the registration of a Registered Trade Mark or of a registration granted pursuant to an Application or opposing the grant of a registration pursuant to an Application the Assignor shall give all reasonable assistance to JMM in relation to those proceedings (including participation in proceedings) subject to the payment by JMM of all the Assignor's reasonable costs in relation to those proceedings.

4. **Governing Law**

This Assignment is governed by English law.

5. **Delivery**

This Assignment is delivered as a deed on the date written at the start of this Assignment.

EXECUTED by the parties as a deed on the date first written above.

Executed as a deed by )  
JOY MINING MACHINERY LIMITED )

*P Harding*

Signature of director

P HARDING

Name of director

*KJ Richard*

Signature of director/secretary

K J RICHARDSON

Name of director/secretary

Executed as a deed by )  
MECO INTERNATIONAL )  
LIMITED )

P. Harding

Signature of director

P HARDING

Name of director

K J Richardson

Signature of director/secretary

K J RICHARDSON

Name of director/secretary

**SCHEDULE 1**  
MECO INTERNATIONAL LIMITED

| Country        | Registered Owner           | Trademark                        | Reg. Number | Reg. Date   | Class |
|----------------|----------------------------|----------------------------------|-------------|-------------|-------|
| USA            | Meco International Limited | Meco                             | 2107527     | 21 Oct 1997 |       |
| USA            | Meco International Limited | Meco in Oval Device              | 2121924     | 16 Dec 1997 |       |
| United Kingdom | Meco International Limited | Meco                             | 382586      | 21 Mar 1918 | 8     |
| United Kingdom | Meco International Limited | Meco                             | 382587      | 21 Mar 1918 | 9     |
| United Kingdom | Meco International Limited | Meco                             | 473494      | 30 Sep 1926 | 7&9   |
| United Kingdom | Meco International Limited | Meco International               | 1,498,575   | 27 Apr 1992 | 9     |
| United Kingdom | Meco International Limited | Meco Oval Device &<br>Varitrough | 854807      | 02 Oct 1963 | 7     |
| United Kingdom | Meco International Limited | Meco in Oval Device              | 522243      | 23 Apr 1931 | 6,7&9 |
| Canada         | Meco International Limited | MECO                             | 482739      | 22 Sep 1997 |       |
| Canada         | Meco International Limited | Meco in Oval Device              | 49080       |             |       |
| Canada         | Meco International Limited | Meco International               | 482738      | 22 Sep 1997 |       |

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