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

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5-12-02

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

1. Name of conveying party(ies): Longwell Reef Supports Limited
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[] Other incorporated in England and Wales
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Joy Mining Machinery Limited
Internal Address:
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 [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance:
[X] 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) 1488120
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James Earl Lowe, Jr.
Internal Address:
08/16/2002 651-0000071 080757 1488120
01 FC 481 40.00 CH
Street Address: 15417 W National Avenue, #300
City: New Berlin State: WI Zip: 53151

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[] Enclosed
[X] Authorized to be charged to deposit account
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 Signature Date 8.8.02
Name of Person Signing
James Lowe
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: 0624

Trademark Registration Number

1488120

TRADEMARK AND GOODWILL ASSIGNMENT

Dated 28 May 2002 ~~2001~~.

Parties:

- (1) **LONGWALL ROOF SUPPORTS LIMITED**, a company incorporated in England and Wales (registered no. 00187698, whose registered office is at Seaman Works, PO Box 12, Seaman Way, Ince, Wigan, WN1 3DD, (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

K J Richardson

Signature of director/secretary

K J RICHARDSON

Name of director/secretary

Executed as a deed by)
LONGWALL ROOF SUPPORTS)
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
LONGWALL ROOF SUPPORTS LIMITED¹

Country	Registered Owner	Trademark	Reg. Number	Reg. Date	Class
USA	Gullick Dobson Limited	Electroflex	1488120	17 May 1988	
United Kingdom	Gullick Dobson Limited	Autoflex	1185386	16 Nov 1982	7
United Kingdom	Gullick Dobson Limited	Electroflex	1185387	16 Nov 1982	7
United Kingdom	Gullick Dobson Limited	GD Logo	1189809		7
United Kingdom	Gullick Dobson Limited	Gullick	1290841	15 Oct 1986	37
United Kingdom	Gullick Dobson Limited	Gullick	564628	26 Nov 1935	6
United Kingdom	Gullick Dobson Limited	Gullick Dobson	1290842	15 Oct 1986	37
United Kingdom	Gullick Dobson Limited	Hydro Major	1414102		7
United Kingdom	Gullick Dobson Limited	Hydro Master	1414103		7
Germany	Gullick Dobson Limited	Gullick	785699		
France	Gullick Dobson Limited	Gullick	1603101		

¹ Gullick Dobson Limited: As evidenced by a certificate of incorporation on change of name dated 8 March 1993, Gullick Dobson Limited changed its name to Longwall Roof Supports Limited.

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