

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



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

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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):

Bri-Mar Manufacturing, LLC

9-25-02

- Individual(s)
- General Partnership
- Corporation-State _____
- Other limited liability company - Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: September 13, 2002

2. Name and address of receiving party(ies)

Name: BMM Acquisition, LLC

Internal Address: _____

Street Address: 1080 South Main Street

City: Chambersburg State: PA Zip: 17201

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

Other limited liability company - Delaware

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)

2,366,514

Additional numbers attached Yes No

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

Name: Jenny Dinnebier, Esq.

Internal Address: Farella Braun + Martel LLP

Russ Building, 30th Floor

Street Address:

Montgomery Street

City: San Francisco State: CA Zip: 94104

6. Total number of applications and registrations involved:.....

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)

OFFICE OF PUBLIC RECORDS
7102 SEP 25 AM 8:13
FINANCE SECTION

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.

Jenny Dinnebier, Esq.
Name of Person Signing

Jenny Dinnebier
Signature

9/25/2002
Date

Total number of pages including cover sheet, attachments, and document. **9**

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

07811 476230.1

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is executed as of the 13th day of September, 2002, by and between Bri-Mar Manufacturing, LLC, a Delaware limited liability company ("Assignor") and BMM Acquisition, LLC, a Delaware limited liability company ("Assignee") and is delivered pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Assignor, Assignee, Tuckerman Capital, L.P. and certain members of Assignor (the "Purchase Agreement"). Capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

BACKGROUND

A. Assignor currently owns the rights to the specific trademarks and trademark applications set forth on attached Exhibit A (the "Trademarks")

B. Assignor currently owns the rights to the specific domain names and domain name registrations set forth on attached Exhibit B (the "Domain Names").

B. Assignee has acquired substantially all of the assets of Assignor, including, but not limited to, the Trademarks and Domain Names, as well as its other intellectual property, pursuant to the Purchase Agreement.

AGREEMENT

1. Assignor hereby assigns to Assignee all information (whether or not protectible by patent, copyright or trade secret rights) and intellectual property rights possessed or owned by Assignor as of the close of business on the Closing Date, and all right, title and interest of Assignor in, to and under licenses, sublicenses or like agreements providing Assignor any right or concession to use any information or intellectual property as of the close of business on the Closing Date, including all trade names, trademarks (including common-law trademarks), service marks, domain names, art work, packaging, plates, emblems, logos, trade dress, insignia and copyrights, and their registrations and applications, and all goodwill associated therewith, all domestic and foreign patents and patent applications, all technology, know-how, show-how, trade secrets, manufacturing processes, formulae, drawings, designs, schematics, specifications, algorithms, systems, forms, technical manuals, technical information, data, data bases, computer programs and software, object and source code, product information and development work-in-progress, its Web sites and all content thereof, and all documentary evidence of any of the foregoing, including, without limitation, the trademarks, patents, patent applications, registered copyrights and other assets and related agreements described in Schedule 2.1.4 to the Purchase Agreement (collectively the "Intellectual Property").

2. With respect to the Trademarks, Assignor assigns the above right, title and interest in and to the Trademarks and the goodwill of the business symbolized thereby together with all claims for past infringement, including claims for injunction and damages, with the right to sue for and collect or enforce the same for its own use and on behalf of its successors, assigns, or other legal representatives, and all rights under the international conventions, including the right to claim priority.

3. Assignor represents and warrants to Assignee that, as of the date hereof:

- a. There are no assignments or agreements to assign the Intellectual Property to any Person other than Assignee;
 - b. No claim is pending or threatened to the effect that any of the Trademarks are invalid or unenforceable;
 - c. Assignor has the full right, power and authority to execute this Assignment and to assign the Intellectual Property to Assignee;
 - d. Upon transfer of the Intellectual Property to Assignee pursuant to this Assignment, Assignee will, as a result, receive good and marketable title to the Intellectual Property, free and clear of any and all Encumbrances other than Permitted Encumbrances under the Purchase Agreement; and
 - e. With respect to the Trademarks, Assignor has no Knowledge of any infringement, misappropriation of or other misuse being made of those Trademarks by any other Person.
 - f. With respect to the Domain Names, Assignor's rights to the Domain Names are not subject to any Encumbrance; Assignor or its predecessor properly registered the Domain Names with Network Solutions, Inc., InterNic, or Dotster.com without committing fraud or misrepresentation; Assignor has the authority to transfer the Domain Names; Assignor has not received any claim from a third party that use of any Domain Name violates the rights of such third party; and to the Knowledge of Seller use of the Domain Names does not infringe the rights of any third party.
3. Assignor hereby agrees to execute, acknowledge and deliver, and cause to be executed, acknowledged and delivered, all such further assignments, transfers, conveyances or assurances as may be required for the better transferring, assigning, conveying, granting, assuring and confirming to Assignee of the Intellectual Property or to vest in Assignee good, valid and marketable title to the Intellectual Property and otherwise to consummate the transactions contemplated by this Assignment.
 4. Assignor appoints Buyer as its attorney-in-fact to execute and deliver any future documents to the United States Patent and Trademark Office, foreign trademark offices, and domain registrars to transfer the Trademarks and Domain Names and to renew or transfer the same
 5. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations, to issue registration of the Trademarks to Assignee, its successors, legal representatives and assigns, in accordance with this Agreement.
 6. With respect to the assignment of the Domain Names, Assignor agrees to cooperate with Assignor and to follow Assignee's instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner. Specifically, Assignor agrees to prepare and transmit the necessary registration deletion templates and to correspond with the appropriate registrars to authorize transfer of the Domain Names.
 7. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees.

8. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

9. Promptly, and in any event within ten days after the date of this Assignment, Assignor shall change its name to a name that does not contain the words "Bri-Mar" or anything confusingly similar.

10. This Assignment shall be governed by the laws of the State of Delaware.

SEP-12-2002 THU 05:40 PM

FAX NO.

P. 07

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date and year first above written.

ASSIGNOR:

Bri-Mar Manufacturing, LLC, a Delaware limited liability company

By: [Signature]
Name: WILLIAM H. NEWELL
Title: CHAIRMAN

ASSIGNEE:

BMM Acquisition, LLC, a Delaware limited liability company

By: Hanover Partners, LLC, a Delaware limited liability company
Its: Sole Member

By: [Signature]
John E. Palmer, Manager

[Signature page to the Assignment of Intellectual Property]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date and year first above written.

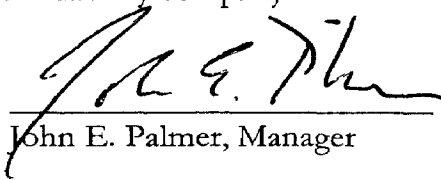
ASSIGNOR:

Bri-Mar Manufacturing, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

BMM Acquisition, LLC, a Delaware limited liability company

By: 
John E. Palmer, Manager

[Signature page to the Assignment of Intellectual Property]

EXHIBIT A
TRADEMARKS

1. The trade names "Bri-Mar" and "Bri-Mar Manufacturing";
2. The interest described below with respect to the following trademarks:

United States Registered Trademark

<u>Serial Number</u>	<u>Registration Date</u>	<u>Mark</u>
2,366,514	July 11, 2000	BRI-MAR TRAILERS

Canadian Trademark Application

<u>Application Number</u>	<u>Filing Date</u>	<u>Mark</u>
1,051,657	September 14, 2001	BRI-MAR TRAILERS

Mexican Trademark Application (Instituto Mexicano de la Propiedad Industrial)

<u>Application Number</u>	<u>Filing Date</u>	<u>Mark</u>
419,091	April 3, 2000	BRI-MAR TRAILERS

EXHIBIT B
DOMAIN NAMES

The following domain names:

- (1) URL domain name bri-mar.com
- (2) URL domain name brimar-utility-trailers.com
- (3) URL domain name brimar-dump-trailers.com
- (4) URL domain name hydraulic-dump-trailers.com
- (5) URL domain name utility-dump-trailers.com
- (6) URL domain name hydraulic-dump-trailer.com; and