

10-22-2002



To the Honorable Commissioner of Patents

inal documents or copy thereof.

102256797

1. Name and Address of Conveying Party(ies):

Kalmar Industries USA, Inc.  
415 East Dundee  
Ottawa, Kansas 66067

10/21/02

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Texas</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

Address of Receiving Party(ies):

KI-NJ, LLC  
415 East Dundee  
Ottawa, Kansas 66067

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Texas</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached
<input type="checkbox"/>	Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment
<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Other: _____

Execution Date: October 1, 2002

4. Application Number(s) or Registration Number(s):

Registration Nos.  
821,487                      1,795,774  
~~1,216,608~~                      1,866,901  
1,522,542                      1,879,669  
1,766,656

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Michael E. Martin  
Gardere Wynne Sewell LLP  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201-4761  
  
214-999-4052 - Telephone  
214-999-3052 - Facsimile  
E-Mail memartin@gardere.com

6. Total Number of Applications and Registrations Involved: 7

7. Total Fee (37 CFR 3.41): \$280.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

10/22/2002 LMUELLER 00000027 821487

01 FC:8521  
02 FC:8522

40.00 DP  
150.00 DP

*Michael E. Martin*  
Michael E. Martin, Reg. No. 24,821

Oct. 14, 2002 Date

Mail To: Commissioner of Patents and Trademarks,  
Box ASSIGNMENTS, Washington, D.C. 20231 Total # of Pages Including This Cover Sheet: 4

OFFICE OF PUBLIC RECORDS  
 2002 OCT 21 PM 2:41  
 FINANCE SECTION  
 CHECK Refund Total: \$90.00  
 LMUELLER 0000121860  
 10/22/2002

## TRADEMARK ASSIGNMENT

This Assignment is effective as of October 1, 2002, between **KALMAR INDUSTRIES USA INC.**, a corporation of the State of Texas and doing business at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "**ASSIGNOR**"), and **KI-NJ, LLC**, a Texas limited liability company doing business at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "**ASSIGNEE**").

**WHEREAS, ASSIGNOR** is the owner of the trademarks identified in the attached Schedule A, which are registered in the United States;

**WHEREAS, ASSIGNOR** is desirous of transferring and assigning to **ASSIGNEE** all of **ASSIGNOR**'s rights, title and interest in and to the trademarks and registrations identified in the attached Schedule A; and

**WHEREAS, ASSIGNEE**, is desirous of acquiring all **ASSIGNOR**'s rights, title and interest in and to said trademarks and registrations identified in the attached Schedule A;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR** agrees as follows:

1. **ASSIGNOR** does hereby sell, assign and transfer to said **ASSIGNEE** all right, title and interest in and to the trademarks and registrations identified in the attached Schedule A, together with the goodwill of the business symbolized by the trademarks and registrations identified in the attached Schedule A, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said trademarks and registrations identified in the attached Schedule A, and in and to all rights corresponding to the foregoing throughout the world.
2. **ASSIGNOR** shall execute any and all documents reasonably requested by **ASSIGNEE** to effect transfer and recording of the trademarks and registrations to **ASSIGNEE**.

**IN WITNESS WHEREOF, ASSIGNOR** has caused this Trademark Assignment to be executed by its duly authorized representative as of the date below stated.

This Assignment executed at Ottawa, Kansas this 1st day of October, 2002.

**KALMAR INDUSTRIES USA INC.**

By: *Jorma Tirkkonen*  
Jorma Tirkkonen, President

Schedule A

<b>Mark</b>	<b>Registration No.</b>	<b>Date of Registration</b>
BARTLETT	0821487	January 3, 1967
COMMANDO	1216608	November 16, 1982
MAGNUM	1522542	January 31, 1989
OTTAWA	1866901	December 13, 1994
OTTO-RIDE	1879669	February 21, 1995
TALL TEXAN	1766656	April 20, 1993
TALL TEXAN and design	1795774	September 28, 1993

TRADEMARK ASSIGNMENT BETWEEN KALMAR INDUSTRIES USA INC. and KI-NJ LLC

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RECORDED: 10/21/2002

TRADEMARK  
REEL: 002602 FRAME: 0439