



To the Honorable Commissione

Attached original documents or copy thereof.

1. Name of the conveying party(ies),

102286799

Name and address of receiving party(ies)

Plymouth Locomotive International, Inc.

Name: **Ohio Industries, Inc.** 10-11-02

- Individual(s)
- General Partnership
- Corporation-State -Ohio
- Other
- Association
- Limited Partnership

Internal Address: _____

Street Address: **811 Hopley Avenue**

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

City: **Bucyrus** State: **OH** ZIP: **44820**

3. Nature of conveyance:

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Ohio**
- Other

Execution Date: **October 3, 2002**

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,744,428

Additional numbers attached? Yes No

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

Name: **Joseph R. Dreitler**

Internal Address: **Jones, Day, Reavis & Pogue**

Suite 1800

Street Address: **41 South High Street**

City: **Columbus** State: **OH** ZIP: **43215**

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:

50-1432

(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.

Joseph R. Dreitler
Name of Person Signing

Joseph R. Dreitler
Signature

October 9, 2002
Date

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

3

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

11/20/2002 GTDN11 00000036 501432 1744428

01 FC:8521 40.00 CH

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (hereinafter referred to as "Assignment") with an effective date as of the 5th day of November, 2001, by and between Plymouth Locomotive International, Inc., formerly an Ohio corporation of Bell and High Streets, Plymouth, Ohio (hereinafter referred to as "ASSIGNOR"), and Lisa Afarin, Chapter 11 Trustee of Ohio Industries, Inc., an Ohio corporation having a place of business at 811 Hopley Avenue, Bucyrus, Ohio 44820 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner, via assignment, of the following U. S. Trademark Registration:

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
PLYMOUTH	Registration Number 1,744,428	January 5, 1993

along with all common law rights in the mark, including the goodwill associated therewith, and right to sue for past infringement (hereinafter collectively referred to as the "Trademark"); and

WHEREAS, ASSIGNOR, is to the best of its knowledge and belief, the owner of the common law rights, goodwill and trademark registration relating to the Trademark; and

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest, including goodwill, and right to sue for past infringement, in and to the Trademark owned by ASSIGNOR worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all of ASSIGNOR'S rights, title, and interest in and to the Trademark; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

A. ASSIGNOR hereby assigns to ASSIGNEE all of its rights, title, and interest in and to the Trademark, including the common law rights, goodwill, including the right to sue for any and all past infringements, and Registration No. 1,744,428.

B. The ASSIGNOR further agrees, when requested by ASSIGNEE, to execute such additional assignments, instruments and documents as may be necessary or desirable to effect the intent of this Assignment.

Executed at Medina, Ohio, this 3rd day of October, 2002.

Plymouth Locomotive International, Inc

By: Lisa Afarin

STATE OF)
) ss.
COUNTY OF)

On 10/3/02, before me, Robert D. Law, personally appeared Lisa Afarin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Robert D. Law
Signature

ROBERT D. LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 16, 2004