

12-09-2002



To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name and Address of Conveying Party(ies) **102305098** Name(s) of Receiving Party(ies):

Kalmar Industries Corporation 415 East Dundee Ottawa, Kansas 66067	<i>11-15-02</i>	Kalmar Industries USA Inc. 415 East Dundee Ottawa, Kansas 66067
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Individual(s)		Individual(s)
Association		Association
General Partnership		General Partnership
Limited Partnership		Limited Partnership
<input checked="" type="checkbox"/> Corporation -- State: Texas		<input checked="" type="checkbox"/> Corporation -- State: Texas
Other:		Other:

Additional Name(s) of Conveying Party(ies) Attached Additional Name(s) of Receiving Party(ies) Attached

3. Nature of Conveyance: Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

<input checked="" type="checkbox"/> Assignment	4. Application Number(s) or Registration Number(s): 1
	Registration No. 1,216,608
<input type="checkbox"/> Merger	
<input type="checkbox"/> Change of Name	
Other:	

Execution/Effective Date: September 30, 2002

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed: 6. Total Number of Applications and Registrations Involved: 1

Kay Lyn Schwartz Gardere & Wynne, L.L.P. 1601 Elm Street, Suite 3000 Dallas, Texas 75201	7. Total Fee (37 CFR 3.41): \$40.00
214-999-4702 - Telephone 214-999-4667 - Facsimile	<input type="checkbox"/> Previously submitted
	<input type="checkbox"/> Authorized to be Charged to Deposit Account
	<input checked="" type="checkbox"/> Charge Any Deficiencies to Deposit Account

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01 FC:8521 40.00 OP

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.

<p><i>Kay Lyn Schwartz</i> _____ Kay Lyn Schwartz Reg. No. 39,020 <i>11/12/02</i> Date</p>	<p>Certificate of Mailing: I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as First Class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on: <i>11/12/02</i> Date <i>Sandra Stuart</i> _____ Sandra Stuart</p>
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Mail To: Commissioner of Patents and Trademarks, Box ASSIGNMENTS, Washington, D.C. 20231 Total # of Pages Including This Cover Sheet: 4

TRADEMARK ASSIGNMENT

This Assignment is effective as of September 30, 2002, between **KALMAR INDUSTRIES CORPORATION**, a corporation of the State of Texas and doing business at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "ASSIGNOR"), and **KALMAR INDUSTRIES USA INC.** a Texas corporation doing business at 415 East Dundee, Ottawa, Kansas 66067 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademark 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 trademark and registration identified in the attached Schedule A; and

WHEREAS, ASSIGNEE, is desirous of acquiring all **ASSIGNOR**'s rights, title and interest in and to said trademark and registration 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 trademark and registration identified in the attached Schedule A, together with the goodwill of the business symbolized by the trademark and registration 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 trademark and registration 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 trademark and registration 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.

KALMAR INDUSTRIES CORPORATION

By: *Jorma Tirkkonen*
Print name: Jorma Tirkkonen
Title: President

Schedule A

Mark	Registration No.	Date of Registration
COMMANDO	1216608	November 16, 1982

TRADEMARK ASSIGNMENT BETWEEN KALMAR INDUSTRIES CORPORATION AND KALMAR INDUSTRIES USA INC.

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TRADEMARK
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manufacturers, suppliers and dealer networks, and for the purpose of unifying and extending business relationships between automobile manufacturers and their suppliers, supplier tiers and dealer networks in order to improve relations and to facilitate communications via electronic commerce, in International Class 9.”

“On-line services which facilitate electronic commerce by enabling users to locate buyers and sellers for the purpose of conducting business transactions and coordinating orders in connection therewith, and electronic commerce services via a global computer network in the nature of storing and processing engineering information, purchasing information, product and merchant preferences and customer service information, none of the aforesaid services being directed to motor vehicle consumers or end users or otherwise relating to traditional automobile dealership services such as motor vehicle sales to consumers, or motor vehicle repair or maintenance, in International Class 35”.

The foregoing Amendment proposes to restrict and clarify the good recited in this application. This Amendment is being filed pursuant to an agreement with Enterprise Rent-A-Car Company, a potential opposer, who has agreed not to oppose the application if this Amendment is entered.

This Amendment does not affect the substance of Applicant’s mark and therefore may be entered without republication.

Respectfully submitted,

Date: 14 November, 2002

By: Donna L. Berry
Donna L. Berry

DaimlerChrysler Corporation
1000 Chrysler Drive
Auburn Hills, MI 48326