

No. 0651-0011 (exp. 4/04)

TRADEMARK

03-03-2003

b settings

To the Honorable Commissioner of Patents and Trademark

ments or copy thereof.

Name of conveying party(ies):

102378699 of receiving party(ies)

Heller Financial, Inc.

Name: Weasler Engineering, Inc.

2.27.03

Internal Address:

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

Street Address: Highway 45N

City: WestBend State: WI ZIP: 53095

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

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

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Assignment of Patents, Trademarks,  
Copyrights and Licenses

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

ecution Date: February 4, 2003

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,215,511

1,380,121

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 2

Name: Laura Konrath

7. Total fee (37 CFR 3.41) \$ 65.00

Internal Address: Winston & Strawn

33rd Floor

Enclosed

Authorized to be charged to deposit account

Street Address: 35 West Wacker Drive

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

City: Chicago State: IL ZIP: 60601

02/20/2003 ECOOPER 0000200 1215511

DO NOT USE THIS SPACE

01 FC10521 40.00 OP  
SATELITE and signature. 25.00 OP

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.

Laura Konrath  
Name of Person Signing

Signature

Date

2/20/03

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

**ASSIGNMENT OF PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES** (this "Assignment") is made as of February 4, 2003 ("Effective Date") by and between Heller Financial, Inc., a Delaware corporation, with its principal office at 500 West Monroe Street, Chicago, Illinois 60661 ("Assignor"), and Weasler Engineering, Inc., a Delaware corporation, with its principal office at Highway 45N, West Bend, Wisconsin 53095 ("Assignee").

**WHEREAS**, pursuant to the terms and conditions of that certain Continuing Security Interest and Conditional Assignment by and between Assignor and Assignee dated August 11, 1995 (the "Assignment Agreement"), Assignee granted to Assignor a continuing security interest in certain of the Assignee's assets, including, without limitation its patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill;

**WHEREAS**, pursuant to the terms and conditions of the Assignment Agreement, Assignee also assigned and sold, transferred and set over to Assignor its entire right, title and interest in and to its patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill;

**WHEREAS**, Assignor and Assignee entered into the Assignment Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Assignor and Assignee dated August 11, 1995 between Assignor and Assignee (as amended), the Assignor agreed to make certain loans and extend certain other financial accommodations to the Assignee (the "Credit Agreement");

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement by and between Lender and Borrower dated August 11, 1995 (the "Security Agreement"), Borrower granted to Lender a continuing security interest in certain of the Borrower's assets, including, without limitation its patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights and goodwill;

**WHEREAS**, the Assignment Agreement was recorded with the United States Patent and Trademark Office ("PTO") against the patents and patent applications on Schedule A on August 25, 1995, at Reel 7744, Frames 0060-0073 and the Assignment Agreement was recorded with the PTO against the trademarks and trademark applications on Schedule C on August 25, 1995, Reel 1416, Frames 0539-0551.

**WHEREAS**, Assignee has paid all of its outstanding indebtedness to Assignor.

**WHEREAS**, for good and valuable consideration, the receipt and sufficiency of which were acknowledged, Assignor terminated, cancelled and released any and all security interests it had against the patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and registrations therefore, license rights

and goodwill in the Release of Security Interest in Patents, Trademarks, Copyrights and Licenses ("Release") dated January \_\_\_\_, 2003; and

**WHEREAS**, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to all intellectual property that was transferred to Assignor by virtue of the Assignment Agreement of August 11, 1995.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all intellectual property that were transferred to Assignor by virtue of the Assignment Agreement of August 11, 1995, including without limitation:

(a) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign patents and patent applications are sometime hereinafter individually and/or collectively referred to as the "Patents");

(b) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all rights and recordings thereof, and all applications in connection therewith, including the trademarks and applications listed on Schedule C attached hereto and

made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing trademarks, trade names, service marks, trademarks registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) Any license agreement in which the Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know-how of any other Person including, without limitation, the license agreements listed on Schedules A, B, and C attached hereto and made a part hereof and the Patent Licenses, Trademark Licenses and Copyright Licenses (as such terms are defined in the Security Agreement) (all the foregoing are referred to as the "Licenses"); and

(e) The goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

Assignor represents and warrants that: it has not assigned, transferred, restricted or otherwise encumbered any of its right, title and interests in the patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights or goodwill.

Assignor shall, at Assignee's expense, take all reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation provided to Assignor by Assignee), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment with respect to the patents, patent rights and applications therefore, trademarks and applications therefore, copyrights and all applications and all registrations therefore, license rights and goodwill as shown on Schedules A, B and C, attached.





**ASSIGNMENT OF PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**SCHEDULE A**

**PATENT**

**United States Patents**

<b>United States Patent No.</b>	<b>Filed</b>	<b>Issued</b>	<b>Expiration Date</b>
4,605,332 (Mayhew, et. al.)	August 12, 1985	August 12, 1986	August 12, 2005
4,610,559 (Mayhew, et. al.)	April 12, 1985	September 9, 1986	April 12, 2005
4,650,439 (Mayhew, et. al.)	November 14, 1985	March 17, 1987	November 14, 2005
4,758,109 (Little, et. al.)	December 15, 1986	July 19, 1988	December 15, 2006
4,781,662 (Mayhew, et. al.)	July 21, 1986	November 1, 1988	July 21, 2006
4,966,488 (Mayhew, et. al.)	July 25, 1989	October 30, 1990	July 25, 2009
5,326,322 (Fechter)	December 9, 1991	July 5, 1994	December 9, 2011

**United States Patent Applications**

<b>Serial No.</b>	<b>Filed</b>	<b>Title</b>
08/287,740 (Fechter, et. al.)	August 9, 1994	Shear Element Type Clutch
08/395,341 (Hansen, et. al.)	February 29, 1994	Torque Overload Free Motion Devices

### Canadian Patents

<b>Canadian Patent No.</b>	<b>Filed</b>	<b>Issued</b>
731,885	August 23, 1962	April 12, 1966
1,273,213	December 14, 1987	August 28, 1990
1,298,097	January 7, 1988	March 31, 1992
1,304,589	May 12, 1987	July 7, 1992
2,062,130	March 2, 1990	June 6, 1993
2,204,349	—	June 24, 1998
2,358,817	—	October 1, 2001

### Canadian Patent Applications

<b>Serial No.</b>	<b>Filed</b>	<b>Title</b>
2154855	July 27, 1995	Shear Element-Type Clutch
2149486	May 16, 1995	Torque Overload Free Motion Devices

### Great Britain Patents

<b>Great Britain Patent No.</b>	<b>Filed</b>	<b>Issued</b>
1,100,040 (A.V. Weasler)	November 5, 1965	January 24, 1968
1,017,876 (A.V. Weasler)	November 5, 1962	January 5, 1962
1,037,140	November 10, 1964	July 27, 1966
1,156,023 (A.V. Weasler)	August 3, 1966	June 25, 1969
1,065,269 (A.V. Weasler)	November 29, 1963	August 2, 1967



**ASSIGNMENT OF PATENTS  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**SCHEDULE B**

**COPYRIGHTS**

None registered, although all work on original authorship fixed in tangible media of expression may be eligible for registration.

**ASSIGNMENT OF PATENTS,  
TRADEMARKS, COPYRIGHTS AND LICENSES**

**SCHEDULE C**

**TRADEMARKS**

(a) United States Trademark Registrations:

1) "Weasler"

Registration Number 1,215,511

Registration Date: November 9, 1982

Sections 8 and 15 affidavits accepted and acknowledged March 9, 1989

2) "W and Design"

Registration Number: 1,380,121

Registration Date: April 6, 1992

Sections 8 and 15 affidavits accepted and acknowledged March 16, 1992

(b) Other Names or Designations in which Assignee may have Common Law Trademark Rights:

1) Cone Bearing Joint

2) Safety Slide Lock

3) Spring Lok

4) Quick-Lok

5) Saf-T-Pin

6) Spline Finder

7) Auto-Lok

8) Ball Shear Yoke

9) Eight-digit Parts Numbering System

10) TIS Transparency ID System

11) Quality Fits Every Time

(c) Canadian Trademark Registrations

1) "Weasler"

Registration Number: 316,280

Registration Date: July 11, 1986

2) "W and Design"

Registration Number 321,346

Registration Date: December 5, 1986

(d) Other Foreign Trademark Matters: Several letters were exchanged between Weasler and its trademark attorney regarding this matter, but no further action has been undertaken by Assignee to apply for registration of its mark and logo in any

foreign country other than Canada. The following countries were initially considered candidates for trademark applications:

Austria  
Benelux  
Denmark  
Finland  
France  
Germany

Italy  
Japan  
Norway  
Spain  
Sweden  
United Kingdom

# WINSTON & STRAWN

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WRITER'S DIRECT DIAL NUMBER

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February 19, 2003

**CERTIFIED MAIL/R.R.R.**

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231  
Attn: Trademark Assignment Department

**Re: GECC/Weasler/Heller/Weasler**

Dear Commissioner:

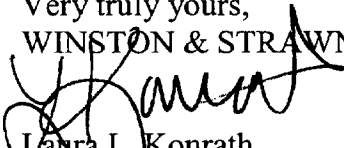
Enclosed is an Assignment of Patents Trademarks, Copyrights and Licenses together with a check in the amount of \$65 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath  
WINSTON & STRAWN  
35 W. Wacker Drive  
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN  
  
Laura L. Konrath  
Senior Legal Assistant

LLK:cl  
Enclosures