

03-21-2003

3-3-03

102396235

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Brighton Corporation

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

2. Name and address of receiving party(ies):
 Name: **Trinity Industries, Inc.**
 Internal Address: _____
 Street Address: **2525 Stemmons Freeway**
 City: **Dallas** State: **Texas** Zip: **75207-4401**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - **Texas**
 Other _____

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Purchase and Sale Agreement**

Execution Date: **December 19, 1986**

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? yes no

4. Application number(s) or registration numbers(s)

A. Trademark Application No.(s) B. Trademark Registration No.(s) **755,090**

Additional numbers attached? yes no

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

Name: **Clare M. Iery**
 Internal Address: **DINSMORE & SHOHL LLP**
 Street Address: **1900 Chemed Center
255 East Fifth Street**
 City: State: Zip: **Cincinnati, Ohio 45202**

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
 Please charge any deficiencies or credit any overpayment to deposit account

8. Deposit account number: 04-1133

(Attached 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

Clare M. Iery
Name of Person Signing

Clare M. Iery
Signature

2/27/03
Date

Total number of pages including cover sheet: 6

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40.00 DP

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Assignment Commissioner for Trademarks; 2900 Crystal Drive; Arlington, VA 22202-3513 on 2-27-03.

Dynne W. Moore

OFFICE OF PUBLIC RECORDS
2003 MAR -3 PM 12:07
FINANCE SECTION

PURCHASE AND SALE AGREEMENT

19+1
THIS PURCHASE AND SALE AGREEMENT is entered into as of the
day of December, 1986, by and between BRIGHTON CORPORATION,
an Ohio corporation (hereinafter called "Seller"), and TRINITY
INDUSTRIES, INC., a Texas corporation (hereinafter called
"Purchaser");

W I T N E S S E T H:

WHEREAS, Seller desires to sell and Purchaser wishes to purchase all welding supplies, office supplies, other supplies, consumable, raw materials inventories, and the work-in-process inventories, and finished goods inventories, (collectively, the "Inventories", the November 30, 1986 book value of which is reflected as Inventories on the attached Annex I) and the real property, buildings, facilities, equipment, machinery, automobiles, trucks, trailers, rolling stock, transformers, furniture, fixtures, materials handling equipment (including all overhead cranes and hoists and all electrical boxes, starters and accessories used in connection therewith), storage bins and racks, patents and licenses related to or arising out of the manufacture of heads, tanks, rolled shells and kettles and all other assets (including tooling, jigs, dies, hand tools, office equipment, computers, printers, terminals, software, designs, plans, specifications, copiers, communications equipment, operating and maintenance manuals, parts and parts lists and other personal property useful in the manufacture of heads, tanks, rolled shells and kettles) at Seller's manufacturing facilities located in Cincinnati, Ohio (hereinafter called the "Cincinnati Facility"),

in Pine Bluff, Arkansas (the "Pine Bluff Facility"), and in Lancaster, Pennsylvania (the "Lancaster Facility"), which includes without limitation (i) all assets of Seller described in Section 1 of the schedule delivered by Seller to Purchaser simultaneous with the execution of this Agreement and initialed by the parties for identification (the "Disclosure Schedule") (collectively, the "Property, Plant and Equipment", the net book value of which is reflected as Property, Plant and Equipment on the attached Annex I); (ii) all business records in the possession of Seller relating to the business of Seller, including personnel and customer files, accounting data, financial statements, reports, contracts, drawings, engineering data and access at reasonable times for at least six (6) months following Closing to any offsite computer systems and software relating to manufacturing, accounting or administration at either of the Cincinnati Facility, the Pine Bluff Facility or the Lancaster Facility; (iii) all rights to the name "Brighton" as it relates to the manufacture or sale of heads, tanks and rolled shells and to the name "Hamilton" as it relates to the manufacture or sale of kettles; (iv) all leases, other contracts, unfilled purchase orders and unfilled sales orders as set forth in Sections 3, 4 and 5 of the Disclosure Schedule, respectively (the "Assumed Contracts"); and (v) all other assets and properties of every kind and description relating to the businesses conducted by Seller and located at the Cincinnati Facility, the Pine Bluff Facility and the Lancaster Facility, but excluding all categories of Retained Assets as reflected on the attached Annex I. The foregoing assets to be sold by Seller and

purchased by Purchaser as set forth in (i), (ii), (iii), (iv) and (v) above are hereinafter referred to as the "Subject Assets"; and

WHEREAS, Seller wishes to sell and transfer to Purchaser the Subject Assets and Purchaser wishes to acquire the Subject Assets, in consideration for the purchase price and the assumption of certain of the liabilities of Seller relating to the Subject Assets, pursuant to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, Seller and Purchaser hereby agree as follows:

ARTICLE I

Sale and Purchase

Section 1.01. Agreement to Sell and Purchase. For the consideration hereinafter set forth, subject to all the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the Subject Assets. It is the intent of this Agreement that Purchaser is purchasing, and the Seller is selling, all Inventories and Property, Plant and Equipment of the Seller as reflected in the attached Annex I and that the Seller is retaining all other categories of assets as reflected on the attached Annex I.

Section 11.16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 11.17. Time is of the Essence. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

BRIGHTON CORPORATION

Witnessed:

Clifford A. Root
William F. Plummer

By

Jeffrey G. Hock
Jeffrey G. Hock, President
Executive Vice

TRINITY INDUSTRIES, INC.

Witnessed:

F. Dean Phelps
John A. Farwell

By

F. Dean Phelps
F. Dean Phelps, Vice President

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