

03-21-2003

3-3-03



102396237

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

1. Name of conveying party(ies):  
**Trinity Industries, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of **Delaware**  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
Name: **Enerfab, Inc.**

Street Address: **4955 Spring Grove Avenue**

City: **Cincinnati** State: **Ohio** Zip: **45232**

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

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

Execution Date: **November 4, 2002**

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**

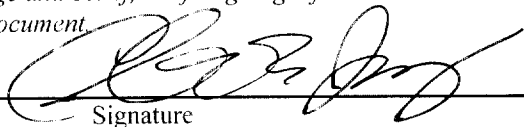
Enclosed  
 Authorized to be charged to deposit account  
 Please charge any deficiencies or credit any overpayment to deposit account

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**            **2/27/03**  
 Name of Person Signing      Signature      Date

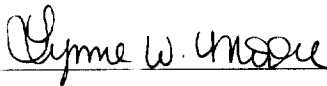
Total number of pages including cover sheet: **5**

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01 FC:871 875756vt 1-10-2 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**



**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT is entered into effective as of the last of the dates of execution by the parties, by and between TRINITY INDUSTRIES, INC., a Delaware corporation ("Seller"), and ENERFAB, INC., an Ohio corporation ("Purchaser");

**WITNESSETH:**

WHEREAS, Seller desires to sell and Purchaser wishes to purchase certain assets of Seller which relate to its head manufacturing business (the "Business") operated from Seller's real property, improvements and facilities in Sharonville, Ohio, a legal description of which is included on Schedule 1.01(A) of the Disclosure Schedule attached hereto (collectively, the "Real Property"), including, without limitation, (i) the Real Property, (ii) except as described below, the raw materials inventories and the work-in-process and finished goods inventories located at the Real Property or used by Seller in connection with the Business at the time of Closing (the "Inventories"), (iii) the tangible personal property located at the Real Property, or used by Seller in connection with the Business, including but not limited to the machinery and equipment and all other tangible assets related to the Business which are described on Schedule 1.01(B) of the Disclosure Schedule, including certain trailers specifically designed to transport tank heads which are owned by Trinity Industries Transportation, Inc. ("TTI") (collectively the "Tangible Assets"); and (iv) the customer lists and records, sales orders, purchase orders, and other intangibles related principally to operation of the Business (including but not limited to Seller's quality control manual, welding procedures, forming procedures, heat treat procedures, head estimating program, tank fabrication estimating program, the name "Brighton

Corp. Tru-Edge Heads", assignable operating permits, and applicable owned software or assignable licensed software, to the extent principally related to the Business) (collectively, the "Intangible Assets"); but, excluding: (i) Seller's accounts receivable as of the Closing, (which shall not be generated by Seller in reference to any orders not complete); (ii) cash and cash accounts as of the Closing; (iii) except as described above, any trucks, trailers and tractors that are owned by TTI or other affiliates of Seller as of Closing, all as (i) through (iii) are described on Schedule 1.01(C) of the Disclosure Schedule; and (iv) the items of slow moving inventories described on Schedule 1.01(D) of the Disclosure Schedule or as otherwise agreed by the parties ((i) through (iv) being collectively the "Excluded Assets"). The Real Property, Inventories, Tangible Assets and Intangible Assets, exclusive of the Excluded Assets, to be sold by Seller and purchased by Purchaser are sometimes hereinafter collectively 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 (as hereinafter defined) and the assumption of the Subject Obligations (as hereinafter defined) 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

and save the other harmless against all liabilities, including attorneys' fees, arising from any claim for any such fee or commission.

Section 9.06. Confirming Documents of Title. In addition to the documents or other evidence of title to be provided to Purchaser at Closing, Seller shall execute and deliver to Purchaser after Closing a specific assignment to any of the Subject Assets and, , take such other steps as may be reasonably requested by Purchaser, in order to confirm the title in Purchaser of any of the Subject Assets.

Section 9.07. No Oral Change. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom any enforcement of any waiver, change, modification or discharge is sought.

Section 9.08. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

Section 9.09. Publicity. Except as required by law, all public announcements concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between Purchaser and Seller. None of the parties shall act unilaterally in this regard without the prior written approval of the other which approval shall not be unreasonably withheld.

Section 9.10. Multiple Copies. This Agreement may be executed in multiple copies, each of which shall be deemed to be an original for all purposes.

Section 9.11. Headings. The section headings contained in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective officers thereunto duly authorized.

TRINITY INDUSTRIES, INC.

By: [Signature]  
Name: John M. Lee  
Title: Vice President  
Date: 11-4-02

ENERFAB, INC.

By: [Signature]  
Name: Jeffrey P. Hoch  
Title: Executive V.P.  
Date: 11-4-02