

03-26-2003



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To the Honorable Commissioner of Patents

Please record the attached original documents or copy there

1. Name of conveying party(ies): 3-24-03
Crane Manufacturing & Service Corporation

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

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: October 16, 2002

2. Name and Address of receiving party(ies):
Name: Konecranes, Inc.
Internal Address: _____
Street Address: 4401 Gateway Boulevard
City Springfield State Ohio

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

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 number(s)

A. Trademark Application No. (s)

B. Trademark registration No. (s) 1,589,720

(See Attached)

Additional numbers attached? Yes No

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

Name: Belinda L. Reynolds, Legal Assistant

Internal Address: _____

Porter, Wright, Morris & Arthur LLP

Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):.....\$265.00

Enclosed

Authorized to be charged to deposit account (Deficiencies only)

8. Deposit account number: 16-2326

(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 documents.

Karen K. Hammond
Name of Person Signing

March 18, 2003
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Box Assignments
Director - U.S. Patent and Trademark Office
Washington, D.C. 20231

03/25/2003 TDIAZ1 00000053 1589720

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

COLUMBUS/1043435 v.01

FINANCE SECTION

2003 MAR 24 AM 7:46

SECTION OF ORIGINAL RECORDS

TRADEMARK
REEL: 002699 FRAME: 0159

Registration No. 519,989
Registration No. 2,263,663
Registration No. 2,263,662
Registration No. 1,871,053
Registration No. 1,698,800
Registration No. 2,419,474
Registration No. 2,482,686
Registration No. 774,924
Registration No. 1,593,821

ASSIGNMENT OF TRADEMARKS

FROM

CRANE MANUFACTURING & SERVICE CORPORATION

TO

KONECRANES, INC.

October 16, 200²

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (hereinafter referred to as the "Assignment") is made as of the 16th day of October, 200~~2~~² (hereinafter referred to as the "Effective Date"), by and between CRANE MANUFACTURING & SERVICE CORPORATION, a Wisconsin corporation with an address of P.O. Box 100410, 6000 South Buckhorn, Cudahy, Wisconsin 53110 (hereinafter referred to as "ASSIGNOR") and KONECRANES, INC., a Texas corporation with an address of 4401 Gateway Boulevard, Springfield, Ohio 45502 (hereinafter referred to as "ASSIGNEE").

RECITALS

A. ASSIGNOR is the owner of the "Crane Manufacturing & Service" trade name and of certain trademark registrations identified in Appendix A attached hereto (hereinafter referred to as the "Trademarks"). ASSIGNOR is also the owner of certain other intellectual property identified on Appendix B (the "Intellectual Property").

B. Certain assets of ASSIGNOR were transferred by ASSIGNOR to ASSIGNEE pursuant to an Asset Purchase Agreement executed on the 16th day of October, 2002 (the "Purchase Agreement") and the transferred assets include the portion of ASSIGNOR's business with which the Trademarks are associated.

C. ASSIGNEE desires by execution of this Assignment to obtain an assignment of all of ASSIGNOR's rights, title and interest in and to the Trademarks and Intellectual Property from ASSIGNOR, and ASSIGNOR desires by execution of this Assignment to grant an assignment of all of its rights, title and interest in and to the Trademarks and Intellectual Property to ASSIGNEE.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, ASSIGNOR and ASSIGNEE mutually agree as follows:

1. Definition. As used herein, the following term shall have the meaning set forth below:

Trademarks and Intellectual Property. The term "Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto,

including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Trademarks and Intellectual Property. Subject to the terms, conditions and limitations set forth herein, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, and assigns ASSIGNOR's entire rights, title and interest in and to the Trademarks and Intellectual Property, including the goodwill associated therewith and all claims of past infringement. The assignment of the Trademarks and Intellectual Property granted by ASSIGNOR to ASSIGNEE in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. General Provisions.

3.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment.

3.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

3.3 No Waiver. Failure of any party at any time to require performance of any provision of this Assignment shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

3.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

3.5 Counterparts; Facsimile Signatures. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one document. This Assignment may

be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

3.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

3.7 Recitals. The parties agree that the recitals prior to section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

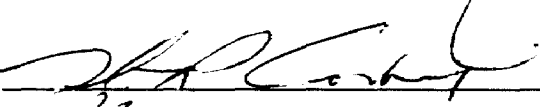
3.8 Notice. All notices between ASSIGNOR and ASSIGNEE relating to the subject matter of this Assignment shall be in writing and will be delivered personally, by confirmed facsimile transmission, by certified mail or overnight courier to the addresses set forth at the beginning of this Assignment. Notices will be effective only upon receipt.

3.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA irrespective of any choice of laws provisions.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

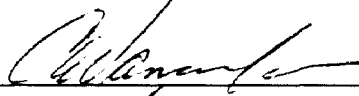
ASSIGNOR:

**CRANE MANUFACTURING
& SERVICE CORPORATION**

By: 
Title: CEO
Date: 10-16-02

ASSIGNEE:

KONECRANES, INC.

By: 
Title: Chairman
Date: 10/16/02

APPENDIX A

TRADE NAME

CRANE MANUFACTURING & SERVICE

U.S. TRADEMARKS

	MARK	REG. NO.	REG. DATE
1.	BILTUP	1,589,720	04/03/1990
2.	CLEVELAND	519,989	01/17/1990
3.	CMS CRANETEK	2,263,663	07/20/1999
4.	CMS CRANETEK SERVICES (& design)	2,263,662	07/20/1999
5.	CMS RELI-A-BILT	1,871,053	01/03/1995
6.	FERRAL	1,698,800	07/07/1992
7.	HORIZON	2,419,474	01/09/2001
8.	HORIZON SERIES (& design)	2,482,686	08/28/2001
9.	NORTHERN	774,924	08/11/1984
10.	SMART PARTS	1,593,821	05/01/1990

CANADIAN TRADEMARK

	MARK	REG. NO.	REG. DATE
	CLEVELAND	113,686	04/03/1989

STATE TRADEMARK

	MARK	REG. NO.	REG. DATE
	CM (State of Michigan)	M13-068	01/18/1999

APPENDIX B

INTELLECTUAL PROPERTY

All websites and domain names related to the Parts Business (as defined in the Purchase Agreement) and all drawings, prints, microfiche and CAD files (collectively, the "Drawings") related to ASSIGNOR's business, including, but not limited to, those Drawings stored at ASSIGNOR's (i) Coakley warehouse and (ii) file room at 6000 South Buckhorn, Cudahy, Wisconsin as of the Closing Date (as defined in the Purchase Agreement), and as set forth on the attachment to Exhibit B of the Trademark License Agreement dated October 16, 2002, to which this Assignment is an exhibit.

All trade secrets, know-how, processes, designs and drawings, patents and patent applications associated with the products manufactured by ASSIGNOR, including all documents relating thereto.