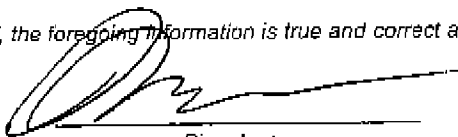


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Peabody International Corporation</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Galion Holding Company</u> Internal Address: _____ Address: _____ Street Address: <u>6200 Elmridge</u> <u>Sterling</u> City: <u>Heights</u> State: <u>MI</u> Zip: <u>48310</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Michigan</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 27, 1992</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>551802</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mark Bisard</u> Internal Address: <u>Suite 2400</u> Street Address: <u>One Woodward Avenue</u> City: <u>Detroit</u> State: <u>MI</u> Zip: <u>48026</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41)\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account By: <u>Mark Bisard, attorney in fact for</u> Receiving Party 8. Deposit account number: <u>501454</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <u>Kenneth D. McClain</u>  <u>September 5, 2003</u> Name of Person Signing Signature Date		
Total number of pages including cover sheet, attachments, and document: 5		

CH \$40.00 601454 0551802

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

**PATENT AND TRADEMARK
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PATENT AND TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made this 27th day of July, 1992 by and between PEABODY INTERNATIONAL CORPORATION, a Delaware corporation ("Assignor"), and GALION HOLDING COMPANY, a Michigan Corporation ("Assignee").

RECITALS:

A. Assignor, through its Galion Division, engages in the business of manufacturing and distributing garbage trucks, garbage compactors, dump truck bodies and similar equipment and machinery (the "Galion Business").

B. Assignor and Assignee have entered into a certain Agreement of Purchase and Sale, dated July 20, 1992 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of Assignor's assets used in the conduct of the Galion Business.

C. Pursuant to the Purchase Agreement, Assignor desires to assign all its right, title and interest in its patents, trademarks and other intangible, intellectual property used in connection with the Galion Business, and Assignee desires to assume all obligations of Assignor with respect thereto, all upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment of Patents, Trademarks and Licenses.** Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the following:

(a) patents, trademarks, trade names, service marks, service names, logos, copyrights, and all applications therefor, now or heretofore used by Assignor in the conduct of the Galion Business, or acquired by Assignor in connection with its acquisition of the Galion Business, including, without limitation, those listed on Exhibit A, plus (i) all renewals and reissues thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Assignor's rights corresponding thereto throughout the world (all of the foregoing patents, trademarks, trade names, service marks, service names, logos, copyrights, and all applications therefor, including, without limitation, those listed on Exhibit A, together with the items described in clauses (i)-(iv) in this paragraph are collectively referred to as the "Patent and Trademark Rights");

(b) license and sublicense agreements with any other party in connection with the Patent and Trademark Rights or such other party's patents, trademarks, trade names, service marks, service names, logos, copyrights, and all applications therefor, whether Assignor is a licensor or licensee under any such license or sublicense agreement, including, but not limited to: (i) that certain Sublicense Agreement, dated January 29,

1991, by and between the Heil Co., a Wisconsin corporation, and Assignor; that certain Memorandum of Agreement, dated January 29, 1991, by and between the Heil Co., The Pullman Company and Assignor; and that certain Agreement dated February 8, 1991, by and between Sargent Industries, Inc., a Delaware corporation and Assignor (all of the foregoing being hereinafter referred to collectively as the "Patent and Trademark Licenses"); and

(c) the goodwill of the Assignor's business connected with and symbolized by the Patent and Trademark Rights and the Patent and Trademark Licenses.

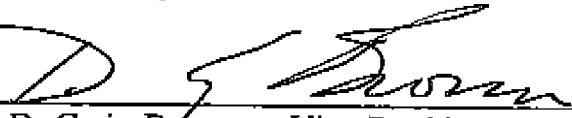
2. **Excluded Property.** Notwithstanding anything to the contrary contained herein, Assignee acknowledges that Assignor shall have the absolute and exclusive proprietary right to all names, marks, tradenames, trademarks, service names and service marks incorporating "Peabody" and/or "Pullman" or any similar name, and to all symbols or logos incorporating "Peabody" and/or "Pullman" or any similar name, all right to which and the goodwill represented thereby and pertaining thereto are being retained by Assignor and are not included in the Patent and Trademark Rights assigned to Assignee hereby.

3. **Assumption of Obligations by Assignee.** Assignee hereby agrees to assume any obligations and liabilities of Assignor with respect to the Patent and Trademark Rights and the Patent and Trademark Licenses.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first above written.

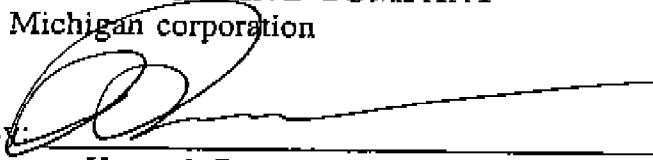
"ASSIGNOR"

PEABODY INTERNATIONAL CORPORATION,
a Delaware corporation

By: 
D. Craig Bowman, Vice President

"ASSIGNEE"

GALION HOLDING COMPANY
a Michigan corporation

By: 
Kenneth D. McClain, Chairman

DBB0EEA9

EXHIBIT A**PEABODY GALION PATENT/TRADEMARK MATTERS****PATENTS OR APPLICATIONS**

FILE NO.	TITLE	PAT/SER. NO.	DATE	COUNTRY
574265-	Adjustable Body Division	(Not Filed Yet)		USA
574265-51	Collecting Hauling and	SN 886,439	5/20/92	USA
564255021	Container Dumping Mechanism for a Rear	3,931,901	1/13/76	USA
574265-28	Fork Limiting Device	4,547,118	10/15/85	USA
574265-41	Front Loading Refuse	608,732	4/19/89	Australia
574265-40	Front Loading Refuse	SN598,245	4/28/89	Canada
574265-39	Front Loading Refuse	SN89304278	4/28/89	Europe
574265-38	Front Loading Refuse	4,909,564	3/20/90	USA
574265-19	M-200 Rear Loader	968,755	6/3/75	Canada (Expired)
574265-47	Material Collecting and Hauling	SN 565,172	8/8/90	USA
574265-25	Rear Loader - M-200-B	30422	Expires 2/1/93	Chile
574265-26	Rear Loader - M-200-B	1540972	Expires 2/24/97	Great Britain
574265-23	Rear Loader - M-200-B	4029224	6/14/77	USA
574265-24	Rear Loader - M-200-B	1041461	Expires 10/31/95	Canada
574265-20	Refuse Truck with Open Loading Compartment	3921839	11/25/75	USA
574265-22	Side Loader SCSL Series	3,955,694	5/11/76	USA
574265-27	System Hold for Rear Loader	4,180,365	12/25/79	USA
574265-6	"Alley Pack"	SN 165818	5/13/91	USA

FILE NO.	TITLE	PAT/SER. NO.	DATE	COUNTRY
574265-14	"E-Z Pack"	TM 731,812	Expires 4/11/93	South Africa
574265-16	"E-Z Pack"	TM 731,814	Expires 4/11/93	South Africa
574265-11	E-Z Pack	668,766	Expires 9/6/96	Spain
574265-12	E-Z Pack	668,360	Expires 1/7/97	Spain
574265-13	E-Z Pack	668,361	Expires 1/25/94	Spain
574265-35	E-Z Pack	867,505	4/1/69	USA
574265-36	E-Z Pack	768,652	4/28/64	USA
574265-8	Enviropack	SN 165,816	5/13/91	USA
574265-7	Enviropack & Design	SN 165,815	5/13/91	USA
574265-37	Galion	14737590	Expires 5/17/93	Canada
574265-10	Galion	551,802	12/4/51	USA
574265-30	Goliath	1430155	2/24/87	USA
574265-18	Hercules	287858	Expires 12/28/96	Canada
574265-9	Hercules	1307933	12/4/84	USA
574265-34	Hercules Galion	1,288,885	8/7/84	USA
574265-31	Load-N-Dump	925475	12/14/71	USA
574265-32	Load-N-Fold	860484	11/19/68	USA
574265-5	Platinum Plus	165817	5/13/91	USA
574265-33	Power Gate	595,914	9/28/54	USA