

Form PTO-1594
(Rev. 10/02)
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Tab settings ⇌ ⇌ ⇌

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):
TRAK INTERNATIONAL, INC.

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

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

2. Name and address of receiving party(ies)
Name: JLG ACQUISITION CORPORATION
Internal
Address: _____
Street Address: 13224 Fountainhead Plaza
City: Hagerstown State: MD Zip: 21742-2678

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

Execution Date: 08/01/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
0774039 1609582 2004506 2307836
1098565 1620832 2227926 2737555

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Gabrielle S. Roth
 Internal Address: Dickstein Shapiro
Morin & Oshinsky LLP
 Street Address: 2101 L Street NW
 City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1073
 (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 document.

Gabrielle S. Roth Gabrielle S. Roth 9/23/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

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

Writer's Direct Dial: 202-775-4716
Writer's Fax: 202-887-0689

700045204

TRADEMARK
REEL: 002720 FRAME: 0649

CH \$215.00 041073 0774039

ASSIGNMENT OF PURCHASED RIGHTS

This Assignment of Purchased Rights ("Assignment") is made as of August 1, 2003, by and between TRAK International, Inc., a Delaware corporation, having its principal place of business at 369 West Western Avenue, Port Washington, Wisconsin 53074 and executive offices at 40 Westminster Street, Providence, Rhode Island 02903 ("Seller"), and JLG Acquisition Corporation, a Delaware corporation, having its principal place of business at 13224 Fountainhead Plaza, Hagerstown, Maryland 21742-2678 ("Purchaser").

WHEREAS, Seller and Purchaser have entered into a Purchase and Sale Agreement dated July 7, 2003 relating to the sale of the Business (the "Purchase and Sale Agreement")(defined terms used but not defined herein shall have the meanings set forth in the Purchase and Sale Agreement); and

WHEREAS, pursuant to the Purchase and Sale Agreement, Seller desires to transfer and assign to Purchaser, and Purchaser desires to accept the transfer and assignment of, all of Seller's right, title and interest in and to all of the Purchased Rights located throughout the world including, but not limited to, the Trademarks and Patents identified in Schedule A attached hereto; and

WHEREAS, Seller affirms the representations and warranties pertaining to the Purchased Rights made by Seller in the Purchase and Sale Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase and Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. Assignment and Transfer. Seller hereby transfers and assigns to Purchaser, its successor and assigns, and Purchaser hereby accepts the transfer and assignment of (a) all of Seller's right, title, interest in and to the Purchased Rights located throughout the world including, but not limited to, the Trademarks and Patents identified in Schedule A attached hereto, and including the goodwill of the Business associated therewith and symbolized thereby, and (b) any and all rights to sue for and collect damages arising from any unauthorized use, including any infringement, on or prior to the date hereof, of any Purchased Rights, in each case, for the use and benefit of Purchaser, its successors and assigns from and after the date hereof as fully and entirely the same would have been held and enjoyed by Seller had this Assignment of Purchased Rights not been made.

2. Further Actions. Seller hereby consents and agrees to any lawful action taken by Purchaser in connection with the enforcement of, or the legal protection of, the Purchased Rights and confers upon Purchaser full right of substitution of Purchaser in the place of Seller in any and all such actions. Seller further covenants and agrees that it shall, at its own expense, within sixty (60) days of the date of this Assignment, unless otherwise agreed upon in writing by Seller and Purchaser, file documents to record against the United States and Canadian patents, patent applications, trademark registrations, and trademark registration applications that are included in the Purchased Rights all changes to the chain of title thereof prior to this

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Assignment. Seller further covenants and agrees that it shall, at its own expense, within one hundred twenty (120) days of the date of this Assignment, unless otherwise agreed upon in writing by Seller and Purchaser, file documents to record against the patents, patent applications, trademark registrations, and trademark registration applications in all countries other than the United States and Canada that are included in the Purchased Rights all changes to the chain of title thereof prior to this Assignment. Seller further covenants and agrees that it shall, at its expense, prepare in a form reasonably satisfactory to Purchaser, execute, and deliver to Purchaser within one hundred twenty (120) days of the date of this Assignment, unless otherwise agreed in writing by Seller and Purchaser, all further documents necessary to enable Purchaser to become the owner of record of and to secure the benefits hereby assigned in the patents, patent applications, trademark registrations, and trademark registration applications that are included in the Purchased Rights hereby assigned. Seller further covenants and agrees, at Purchaser's reasonable request and at Purchaser's expense, to execute and deliver any other additional documents and to take any other further actions reasonably necessary to enable Purchaser to become the owner of record of and to secure the benefits of the rights hereby assigned in the patents, patent applications, trademark registrations, and trademark registration applications that are included in the Purchased Rights hereby assigned.

3. Applicable Law. This Assignment of Purchased Rights shall be governed by the laws of the State of Delaware, and in accordance with Section 19.5 of the Purchase and Sale Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

TRAK INTERNATIONAL, INC.

By: Laurence J. O'Connell
Name: Laurence J. O'Connell
Title: Vice President

SWORN TO AND SUBSCRIBED before me this 1st day of August, 2003.

Lawrence J. Williams
Notary Public

My commission expires July 11, 2005.

JLG ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2003.

Notary Public

My commission expires _____.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

TRAK INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2003.

Notary Public

My commission expires _____.

JLG ACQUISITION CORPORATION

By: Thomas D. Singer

Name: Thomas D. Singer

Title: Vice President and Assistant Secretary

SWORN TO AND SUBSCRIBED before me this 1st day of August, 2003.

Sandra K. Keefer
Notary Public

My commission expires Oct 7, 2004.

Notarial Seal
Sandra K. Keefer, Notary Public
Ayr Twp., Fulton County
My Commission Expires Oct. 7 2004
Member, Pennsylvania Association of Notaries

Schedule A

TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG #</u>	<u>APP #</u>
HIGHLANDER	UNITED STATES	1,098,565	73/121,396
LULL	UNITED STATES	1,609,582	74/009,446
LULL	UNITED STATES	2,004,506	75/019,202
OMNIQUIP & DESIGN	ARGENTINA	1,755,266	2148922
OMNIQUIP & DESIGN	ARGENTINA	1,755,267	2148921
OMNIQUIP & DESIGN	AUSTRALIA	760995	760995
OMNIQUIP & DESIGN	BRAZIL		820747122
OMNIQUIP & DESIGN	BRAZIL	N/A	N/A (possible common law - Class 12 goods)
OMNIQUIP & DESIGN	CANADA	TMA545934	877,062
OMNIQUIP & DESIGN	EUROPEAN COMMUNITY	817759	817,759
OMNIQUIP & DESIGN	ISRAEL	119483	119483
OMNIQUIP & DESIGN	ISRAEL	119484	119484
OMNIQUIP & DESIGN	JAPAN	4300825	H10-42197
OMNIQUIP & DESIGN	MEXICO	587,585	332977
OMNIQUIP & DESIGN	MEXICO	639,382	332976
OMNIQUIP Q & DESIGN	NEW ZEALAND	291771	291771
OMNIQUIP Q & DESIGN	NEW ZEALAND	291772	291772
OMNIQUIP & DESIGN	NORWAY	198372	199804356
OMNIQUIP & DESIGN	PERU	53240	74544-1998
OMNIQUIP & DESIGN	PERU	48746	62849-1998
OMNIQUIP & DESIGN	PERU	51601	62850-1998

DC: 920518-1

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG #</u>	<u>APP #</u>
OMNIQUIP & DESIGN	SWITZERLAND	455181	03683/1998
OMNIQUIP & DESIGN	UNITED STATES	2,227,926	75/396,224
OQ OMNIQUIP & DESIGN	UNITED STATES	2,307,836	75/393,655
OMNIQUIP & DESIGN	VENEZUELA	221656	8893-98
OMNIQUIP & DESIGN	VENEZUELA	221657	8894-98
OMNIQUIP INTERNATIONAL, INC.	ARGENTINA	1,686,354	2083927
OMNIQUIP INTERNATIONAL, INC.	ARGENTINA	1,686,353	2083926
OMNIQUIP INTERNATIONAL, INC.	ARGENTINA	1,679,075	2081039
OMNIQUIP INTERNATIONAL, INC.	AUSTRALIA	734907	734907
OMNIQUIP INTERNATIONAL, INC.	BRAZIL	819933929	819933929
OMNIQUIP INTERNATIONAL, INC.	BRAZIL		819933937
OMNIQUIP INTERNATIONAL, INC.	CANADA		844,417
OMNIQUIP INTERNATIONAL, INC.	CANADA		845,802
OMNIQUIP INTERNATIONAL, INC.	EUROPEAN COMMUNITY	542,753	542,753
OMNIQUIP INTERNATIONAL, INC.	ISRAEL	112579	112579
OMNIQUIP INTERNATIONAL, INC.	ISRAEL	112580	112580
OMNIQUIP INTERNATIONAL, INC.	ISRAEL	112581	112581
OMNIQUIP INTERNATIONAL, INC.	JAPAN	4266450	H09-120990
OMNIQUIP INTERNATIONAL, INC.	JAPAN	4,191,723	H09-120991
OMNIQUIP INTERNATIONAL, INC.	JAPAN	4,206,343	H09-116293
OMNIQUIP INTERNATIONAL, INC.	MEXICO	560245	304849
OMNIQUIP INTERNATIONAL, INC.	MEXICO	560246	304850
OMNIQUIP INTERNATIONAL, INC.	MEXICO	560023	295036
OMNIQUIP INTERNATIONAL, INC.	NEW ZEALAND	276961	276961
OMNIQUIP INTERNATIONAL, INC.	NEW ZEALAND	276962	276962

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REG #</u>	<u>APP #</u>
OMNIQUIP INTERNATIONAL, INC.	NEW ZEALAND	276316	276316
OMNIQUIP INTERNATIONAL, INC.	NORWAY	189268	19973655
OMNIQUIP INTERNATIONAL, INC.	SWITZERLAND	447529	04115/1997
OMNIQUIP INTERNATIONAL, INC.	UNITED STATES		75/205,410
HY TRAK	UNITED STATES	1598204	73/837,130
LEGACY	UNITED STATES	2737555	76/119,918
MILLENNIA	UNITED STATES	N/A	N/A (common law)
POWERTRAK	UNITED STATES	1968754	74/405,897
SKYTRAK	BENELUX	306,688	23734
SKYTRAK	BRAZIL	06735169	6305/73
SKYTRAK	CANADA	TMA241,374	427,641
SKYTRAK	DENMARK	1974 504 VR	1972 2992 VA
SKYTRAK	FINLAND	66141	4090-91/72
SKYTRAK	FRANCE	1,210,776	INPI636983
SKYTRAK	UNITED KINGDOM	997,401	997,401
SKYTRAK	ITALY	287775	34876C/72
SKYTRAK	JAPAN	3333078	H07-48867
SKYTRAK	MEXICO	N/A	N/A (possible common law)
SKYTRAK	NORWAY	87702	111948
SKYTRAK	SOUTH AFRICA	72/4234	72/4234
SKYTRAK	SPAIN	M 0685329	M 0685329
SKYTRAK	SWEDEN	141,673	72-3585
SKYTRAK	UNITED STATES	774,039	72/157,660
SKYTRAK	VENEZUELA	80.596-F	6351-72
SKYTRAK	GERMANY		3340317
TI LOGO (STYLIZED)	UNITED STATES	1618431	73/820,836
TRAK (STYLIZED)	UNITED STATES	1619441	73/821,026
TRAK INTERNATIONAL	UNITED STATES	1620832	73/821,177
PLACEACE	UNITED STATES	N/A	N/A (common law)

PATENTS

<u>SUBJECT MATTER</u>	<u>COUNTRY</u>	<u>APP #</u>	<u>PATENT #</u>
ADJUSTABLE DIVIDED FLOW SELF LEVELING SYSTEM	UNITED STATES.	76,681	4,815,357
AN APPARATUS W/ TELESCOPIC BOOM HAVING AN INTERNAL FLEXIBLE CARRIER TRAK	JAPAN	215,274/91	
DIVIDED FLOW SELF LEVELING SYSTEM	UNITED STATES	589,950	4,683,802
HIGH LIFT LOADER W/ EXTENDED TRANSFER	UNITED STATES	757,397	4,147,263
LOAD HANDLER WITH IN FRAME TRAVERSING BOOM CARRIAGE	UNITED STATES	09/419,973	
LOAD SENSING SYSTEM	UNITED STATES	180,376	4,336,720
MOVABLE COUNTERWEIGHT ON VARIABLE REACH BOOM TRUCK W/ A TRANSFERABLE	UNITED STATES		
TRIPLE SECTION TELESCOPIC BOOM MATERIALS HANDLING VEHICLE	UNITED STATES	356,804	4,954,041
VERSATILE UTILITY CARRIAGE FOR MOBILE LOADERS	UNITED STATES	260,761	3,817,567
BOOKLET (2 inventors)	AUSTRALIA	50959/99	
BOOKLET (3 inventors)	AUSTRALIA	50960/99	
BOOKLET (2 inventors)	NEW ZEALAND	509543	
BOOKLET (3 inventors)	NEW ZEALAND	509542	
BOOKLET (3 inventors)	PATENT COOPERATION TREATY	PCT/US99/15674	

<u>SUBJECT MATTER</u>	<u>COUNTRY</u>	<u>APP #</u>	<u>PATENT #</u>
BOOKLET (2 inventors)	PATENT COOPERATION TREATY	PCT/US99/15672	
BOOKLET (3 inventors)	UNITED STATES	60/92960	
BOOKLET (2 inventors)	UNITED STATES	114,079	6,349,969
BOOKLET (2 inventors)	UNITED STATES	10/082,359	
BOOKLET (2 inventors)	CANADA	2347660	
BOOKLET (2 inventors)	EURO PATENT CONVEN	99935492.1	
BOOKLET (3 INVENTORS)	UNITED STATES	09/353,312	
BOOKLET (3 inventors)	CANADA	2,347,661	
BOOKLET (3 inventors)	EURO PATENT CONVEN	99934947.1	
FORKLIFT ATTACHMENT	FRANCE	8,406,879	
FORKLIFT ATTACHMENT	UNITED STATES	491,071	4,632,630
FORKLIFT ATTACHMENT	GERMANY	P3416394.8	
FORKLIFT ATTACHMENT-6000M ATLAS	CANADA	453,336	1,239,620
FORKLIFT ATTACHMENT-6000M ATLAS	UNITED KINGDOM	8411376	2,144,096
FORKLIFT ATTACHMENT-6000M ATLAS	UNITED STATES	603,185	4,632,630
FORKLIFT STABILIZING APPARATUS	UNITED STATES	08/350,216	5,639,119
FORKLIFT STABILIZING APPARATUS	UNITED STATES	08/804,291	5,813,697
FORKLIFT STABILIZING APPARATUS	UNITED STATES	09/335377	
FORKLIFT STABILIZING APPARATUS	UNITED STATES	986,145	
FOUR WHEEL STEERING SYSTEM	UNITED STATES	795,693	5,230,399
LOAD HANDLER W/ MODULAR FRAME ASSEMBLY- G1	UNITED STATES	09/568,798	
LOAD HANDLER W/ TRANSLATABLE CARRIAGE - G2	UNITED STATES	09/852,669	
LOAD HANDLER W/ TRANSLATABLE CARRIAGE - G1 & G2	PCT National Phase	PCT/US01/15261	

<u>SUBJECT MATTER</u>	<u>COUNTRY</u>	<u>APP #</u>	<u>PATENT #</u>
LOAD HANDLER W/ TRANSLATABLE CARRIAGE - G1 & G2	European	01933306.1	
MATERIAL HANDLING VEHICLE HAVING HIGH GROUND CLEARANCE POWER TRANSMISSION AND WHEEL SUPPORT MEANS	UNITED STATES	369,008	3,889,782
MEANS FOR LOCKING FORKLIFT TRUCK FORKS IN STORED POSITION	UNITED STATES	368,817	3,825,139
SELF PROPELLED VEHICLE HAVING COMBINED DIRECTIONAL AND ACCELERATION PEDAL CONTROL	CANADA	199784	997279
SELF PROPELLED VEHICLE HAVING COMBINED DIRECTIONAL AND ACCELERATION PEDAL CONTROL	UNITED STATES	369,010	3,858,675
VEHICLE BRAKE SYSTEM	UNITED STATES	529,926	5,052,532
VEHICLE HAVING TRANSVERSE LEVELING MEANS	CANADA	153482	954905

PATENT DISCLOSURES

<u>SUBJECT MATTER</u>	<u>COUNTRY</u>	<u>APP #</u>	<u>PATENT #</u>
CONNECTION FOR TRANSLATABLE BOOM CARRIAGE FOR LOAD HANDLING VEHICLES			
OUT-RIGGERS FOR LOAD HANDLING VEHICLES			
STACKABLE LOW-PROFILE FRAME FOR LOAD HANDLING VEHICLES			
FOUR WHEEL CIRCLE STEER FOR TELESCOPIC MATERIAL HANDLERS			
MATERIAL HANDLING VEHICLE STABILIZING METHOD AND APPARATUS			
SWING CARRIAGE FOR ROUGH TERRAIN FORKLIFT			
VARIABLE REACH TRUCK WITH A KNUCKLE BOOM			
ATTACHMENT REVERSING VALVE			

DOMAIN NAMES

OMNIQUIP.COM
SKYTRAK.BIZ
LULL.BIZ
SKYTRAK-INTERNATIONAL.COM
PWWONLINE.COM
LULL-INTERNATIONAL.COM
OMNIQUIP-PARTS.COM
TRAK-INTERNATIONAL.COM
SKY-TRAK.COM