

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	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.		
<b>1. Name of conveying party(ies):</b> HBWP, Inc. fka OmniQuip Textron Inc.  <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	<b>2. Name and address of receiving party(ies)</b> Name: <u>Trak International, Inc.</u> Internal Address: _____ Address: _____  Street Address: <u>369 West Western Avenue</u> <u>Port Washington</u> City: _____ State: <u>WI</u> Zip: <u>53074</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>Delaware</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)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <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 31, 2003</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No. (s)  B. Trademark Registration No. (s) <u>2227926</u> <u>2307836</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Gabrielle S. Roth</u>  Internal Address: <u>Dickstein Shapiro</u> <u>Morin &amp; Oshinsky LLP</u>  Street Address: <u>2101 L Street, NW</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">2</span>  <b>7. Total fee (37 CFR 3.41).....</b> <u>\$65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>041073</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
<b>9. Statement and signature.</b> <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>Gabrielle S. Roth</u> <u>Gabrielle S. Roth</u> <u>September 24, 2003</u> Name of Person Signing                              Signature                              Date  <small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">12</span></small>		

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**CONFIRMATORY ASSIGNMENT**  
(U.S. and Foreign Patents, Trademarks and other Intellectual Property)

THIS ASSIGNMENT, made to be effective as of the 26th day of December, 2002, by and between HBWP, Inc. fka OmniQuip Textron Inc., a Delaware corporation, located at 1609 Roseport Road, Elwood, Kansas 66024 (the "Assignor"), and Trak International, Inc. a Delaware corporation, located at 369 West Western Avenue, Port Washington, Wisconsin 53074 (the "Assignee"), witnesseth:

WHEREAS, the said Assignor is the sole and rightful owner of ideas, concepts, patents and patent applications, inventions (whether or not patentable and whether or not reduced to practice), marks (including trade names, trademarks, service marks, certification marks, collective marks, collective membership marks, trade dress, or other designations of origin, whether in word, logo, design, or other form, and any goodwill associated therewith, all of the foregoing marks, registrations and applications, collectively referred to as "Marks") and registrations for and applications to register the foregoing, Internet domain name registrations, works of authorship, copyrights, and registrations for and applications for copyrights, technical or other proprietary information of Assignor relating to the development, design, manufacture, installation, assembly or testing of Assignor's and/or its subsidiaries products or services (including technical drawings and specifications, shop drawings, manuals, forms, working notes and memos, market studies, consultants' reports, technical and laboratory data, notebooks, samples and engineering prototypes), trade secrets, secret processes and procedures, know-how, proprietary or sui generis data bases and computer software, and licenses for any of the foregoing, and information relating to the conduct or details of the businesses of Assignor and its subsidiaries (whether constituting a trade secret or not) that is maintained or treated as confidential by Assignor and its subsidiaries, including business, marketing and financial information, methods of operation, customers and customer lists, supplier lists, sales data, details of contracts with customers, consultants, suppliers or employees, products, proposed products, former products, proposed, pending or completed acquisitions of any company, divisions, product line or other business unit, prices and pricing policies, fees, costs, plans, designs, technology, inventions, trade secrets, know-how, software, marketing methods, policies, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters of Company or any of its Subsidiaries, including the patents and applications for patents and of the inventions therein disclosed and the Marks as set forth in the Schedule A attached hereto; but specifically excluding any and all tangible or intangible property related to the Snorkel product line, including but not limited to, the property listed on the Schedule B attached hereto (all of the foregoing, except such excluded property, collectively referred to as "Intellectual Property"); and

WHEREAS, Assignors desires to assign, and Assignee desires to acquire, said Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor confirms that it has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, *nunc pro tunc* effective as of December 26, 2002, the entire right, title and interest in and to said Intellectual Property and all

rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, for the full terms thereof and all renewals and extensions thereof, including any and all rights of recovery based on past and future infringement of said Intellectual Property;

AND for the same consideration, the Assignor confirms that it has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, *nunc pro tunc* effective as of December 26, 2002, the entire right, title and interest in and to said Marks constituting Intellectual Property as set forth in the Schedule A attached hereto, together with the goodwill of the business symbolized by said Marks and the registrations and applications thereof, and all other rights which the Assignor has enjoyed thereunder both in the United States of America and throughout all countries of the world, including any and all rights of recovery based on past and future infringement of said Marks and/or registrations, and the right to seek renewal of such registrations, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND for the same consideration, the Assignor confirms that it has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, *nunc pro tunc* effective as of December 26, 2002, the entire right, title and interest in and to, to the extent the following constitute Intellectual Property, any and all applications for patents and any and all patents, as set forth in the Schedule A attached hereto, and in and to the inventions set forth in said applications and patents and any and all patents in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues, reexaminations, or extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, said rights to include any and all rights of recovery based on past infringement of any and all said inventions and said patents, the same to be held and enjoyed by the said Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, and all extensions thereof, as fully and entirely as the same would have been held and enjoyed by each of the said Assignors, had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby represents that, to its knowledge, such knowledge being based solely on the representations of Textron Inc., at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, the Assignor is the sole and lawful owner of the entire right, title and interest in and to said Intellectual Property, and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, said Assignor will, whenever counsel of said Assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said Intellectual Property in any country, including interference and opposition proceedings, is lawful and desirable, or that any

division, continuation or continuation-in part of any application for patents, or any reissue or extension of any patents to be obtained thereon, or any registration application for registration or renewal of said Marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense of patents for said inventions and Marks, without charge to the said Assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses, including attorneys' fees, incurred by the Assignor or any of its respective employees, agents and representatives in connection with the foregoing actions and provided that Assignor receives an indemnity satisfactory to it protecting it against any loss or damage whatsoever from taking any such actions.

**ASSIGNOR:**

Signed at Lexena, Kansas, this 31st day of July, 2003.

HBWP, INC. fka  
OMNIQUIP TEXTRON INC.

By: *Allen T. Havlin*  
Type Name: Allen T Havlin  
Title: President

STATE OF Kansas )  
                                  ) ss:  
COUNTY OF Johnson )

On this 31st day of July, 2003 personally before me came Allen T Havlin known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

**KATHI H. WATTS**  
Notary Public - State of Kansas  
My Appt. Expires 11-07-2005

*Kathi H. Watts*  
Notary Public

**ASSIGNEE:**

Signed at Providence RI, this 1<sup>st</sup> day of August, 2003.

TRAK INTERNATIONAL, INC.

By: Lawrence J. O'Connell  
Type Name: Lawrence J. O'Connell  
Title: Vice President

STATE OF RI )  
COUNTY OF Providence ) ss:

On this 1<sup>st</sup> day of August, 2003 personally before me came Lawrence J. O'Connell known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

James J. Williamson  
Notary Public

MY COMMISSION EXPIRES JULY 11, 2005

## Schedule

PATENTS AND PATENT APPLICATIONS									
Title	Country	Application No.	Application Date	Patent No.	Issue Date				
BOOKLET	Australia	99/50959	7/13/1999						
BOOKLET	Australia	50960/99	7/13/1999						
BOOKLET	New Zealand	509543	7/13/1999						
BOOKLET	New Zealand	509542	7/13/1999						
BOOKLET	PCT	US99/15674	7/13/1999						
BOOKLET	USA	60/92960	7/14/1998						
BOOKLET	USA	09/114,079	7/13/1998	6,349,969	2/26/2002				
BOOKLET	USA	10/082,359	7/13/1999						
BOOKLET	PCT	US/99/15672	7/13/1999						
BOOKLET	Canada	2347661	7/13/1999						
BOOKLET	EPC	99935492.1	7/13/1999						
BOOKLET	USA	09/353,312	7/14/1999						
BOOKLET	Canada	2,347,660	7/13/1999						
BOOKLET	EPC	999354947.1	7/13/1999						
LOAD HANDLER W/ MODULAR FRAME ASSEMBLY	USA	09/568,798	5/11/2000						
LOAD HANDLER W/ TRANSLATABLE CARRIAGE	USA	09/852,669	5/11/2001						
LOAD HANDLER W/ TRANSLATABLE CARRIAGE	PCT	US/01/15261	5/11/2001						
LOAD HANDLER W/ TRANSLATABLE CARRIAGE	EPC	01933306.1	5/11/2001						

TRADEMARK

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Schedule

PATENT DISCLOSURES	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
	CONNECTION FOR TRANSLATABLE BOOM CARRIAGE FOR LOAD HANDLING VEHICLES	Disclosed				
	OUT-RIGGERS FOR LOAD HANDLING VEHICLES	Disclosed				
	STACKABLE LOW-PROFILE FRAME FOR LOAD HANDLING VEHICLES	Disclosed				
	FOUR WHEEL CIRCLE STEER FOR TELESCOPIC MATERIAL HANDLERS	Disclosed				

## Schedule

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Issue Date</u>
COMPACT TECHNOLOGIES	Registrations and Applications			
	WISCONSIN			4/16/1997
	ARGENTINA	1727401	2,130,835	3/25/1999
	ARGENTINA	1727406	2130836	3/25/1999
	AUSTRALIA	754835	754835	9/11/1998
	BRAZIL	820589845	820589845	10/17/2000
	CANADA	545,715	868,965	5/28/2001
	CHILE		407,272	
	CHINA		9800015360	
	CHINA		9800015361	
	COSTA RICA	112225	118871	3/11/1999
	COSTA RICA	112226	118872	3/11/1999
	EUROPEAN COMMUNITY		748947	
	HONG KONG		1718/98	
	HONG KONG		1719/98	
	HUNGARY	155,093	M9800481	12/22/1998
	ISRAEL	117845	117845	5/6/1999
	ISRAEL	117844	117844	5/6/1999
	JAPAN	10-15845		
	KOREA		5692/98	
	MEXICO	586,376	322825	8/31/1998
	MEXICO		322824	
	NEW ZEALAND	288234	288234	9/5/1997
	NEW ZEALAND	288235	288235	9/5/1997
	NORWAY	196.013	9801958	2/17/1999
	PERU	49937	57138	10/30/1998
	PERU	46622	57139	6/17/1998
	PHILIPPINE		904	
	SINGAPORE		1569/98	
	SINGAPORE	T98/01570G	1570/98	9/5/1997
	SWITZERLAND		1689/1998	
	TAIWAN	873266	(87) 7643	11/1/1999
	TAIWAN		(87) 7644	
THAILAND		355417 & 355418		
USA	2,248,392	352,724/75	5/25/1999	
VENEZUELA	P-210919	3463-98	2/26/1999	
VENEZUELA	P-210918	3462-98		
WORKPRO	Registrations and Applications			
	ARGENTINA	1690050	2087817	9/25/1998
	ARGENTINA	1690049	2087816	9/25/1998
	AUSTRALIA	737320	737320	8/14/1998
	BRAZIL		819963593	







**Schedule A**

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Issue Date</u>
	ISRAEL	112581	112581	12/7/1998
	JAPAN	4266450	9-120990	4/23/1999
	JAPAN	4,191,723	9-120991	9/25/1998
	JAPAN	4,206,343	9-116293	10/30/1998
	MEXICO	560245	304849	9/30/1997
	MEXICO	560246	304850	9/30/1997
	MEXICO	560023	29503	9/30/1997
	NEW ZEALAND	276961	276961	7/8/1998
	NEW ZEALAND	276962	276962	7/8/1998
	NEW ZEALAND	276316	276316	8/11/1998
	NORWAY	189268	973655	4/2/1998
	SWITZERLAND	447529	4115/1997	
	USA		75/205,410	
COMPACT	Registrations and Applications			
	USA		75/359176	9/18/1997
MATERIAL HANDLING TECHNOLOGIES	Registrations and Applications			
	n/a			
OMNICARE	Registrations and Applications			
	n/a			

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