

FORM PTO-1594 (modified)
(Rev 03/01)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
TRINITY EQUIPMENT MANUFACTURING COMPANY

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

Additional conveying party(ies) **NO**

2. Name and address of receiving party(ies):

Name: **OSHKOSH TRUCK CORPORATION**
Internal Address:
Street Address: **2307 Oregon Street**
City: State: Zip: **Oshkosh, Wisconsin 54902**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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: **June 20, 2000**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0803833

Additional number(s) attached Yes No

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

Name: **Mark J. Diliberti**
Internal Address: **FOLEY & LARDNER**
Street Address: **777 East Wisconsin Avenue, Suite 3800**
City: **Milwaukee** State: **Wisconsin** Zip: **53202-5306**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 C.F.R. § 3.41): **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **06-1447**

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.

Mark J. Diliberti

10/14/03

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **6**

CH \$40.00 061447 0803833

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made by TRINITY EQUIPMENT MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of Delaware with its principal offices at 2525 Stemmons Freeway, Dallas, Texas 75207 ("Assignor"), to OSHKOSH TRUCK CORPORATION, a corporation organized and existing under the laws of the State of Wisconsin, with its principal offices at 2307 Oregon Street, Oshkosh, Wisconsin 54902 ("Assignee").

WHEREAS, Assignor is the owner of certain registered and unregistered United States trademarks listed on Exhibit A hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, have executed an Asset Purchase Agreement dated March 6, 2001, whereby Assignor agreed to sell to Assignee certain of Assignor's assets, including the Trademarks; and

WHEREAS, the sale of such assets was consummated on March 16, 2001, and Assignor and Assignee desire to further document and confirm the assignment of such Trademarks to Assignee:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor, having no intent to continue to use the Trademarks, does hereby grant, sell, convey, transfer, assign and deliver unto Assignee and its successors, assigns and legal representatives, the entire right, title and interest in the United States, free and clear of all liens and encumbrances of any kind, in and to the Trademarks and any registration thereof, all common law rights related to the use of the Trademarks, and all the

goodwill of the business now or hereafter appurtenant to, associated with, symbolized by or related thereto (collectively, the "Trademark Rights"), including, without limitation, the right to claim priority, to make renewal applications thereof and to sue for any infringement, including, without limitation, any infringement occurring prior to the date hereof.

2. Appointment. As to any matter relating to this Assignment, Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, in the name of Assignee, as the legal attorney of and for Assignor, or in Assignor's name with the permission of Assignor.

3. Consent to Filing. As to any matter relating to this Assignment, Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or similar document which may be required in any country or territory for any purpose.

4. Cooperation. Assignor hereby further covenants that it shall, at any time from time to time, at the reasonable request and expense of Assignee: (a) promptly provide Assignee with any and all pertinent facts and documents relating to the Trademark Rights as may be in Assignor's possession or control; (b) testify as to the same in any opposition, cancellation, litigation or other proceeding related thereto; and (c) promptly execute and deliver to Assignee and its legal representatives, any and all papers, instruments or affidavits which, in the reasonable opinion of counsel for Assignee may be necessary to vest in Assignee, all of Assignor's right, title and interest in or to the Trademark Rights, or to enable Assignee to realize upon or otherwise enjoy the Trademark Rights, or to apply for, obtain, maintain, issue and enforce any application or registration thereof which may be necessary or desirable to carry out the purposes hereof.

5. Amendment. This Trademark Assignment shall not be amended except by a written agreement signed by the party to be charged.

6. Law. This Trademark Assignment shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to principles of conflicts of laws.

7. Assignee Bound. This Trademark Assignment shall be binding upon, and inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed by its duly authorized officer on the 18 day of May, 2001, but to be effective as of March 15, 2001.

TRINITY EQUIPMENT MANUFACTURING
COMPANY

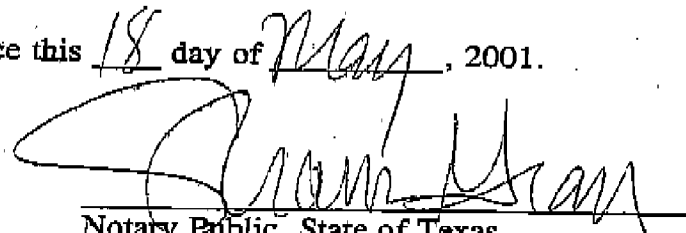
By: W.A. McWhirter
Name: William A. McWhirter
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public, on the 18 day of May, 2001, on this day personally appeared William A. McWhirter, Vice President of Trinity Equipment Manufacturing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of May, 2001.



Notary Public, State of Texas



EXHIBIT A

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>GOODS/SERVICES</u>
2WMX	1504791	Concrete dispensing trucks
SMITH	547473	Portable tilting type concrete mixers, portable non-tilting type concrete mixers, stationary tilting type concrete mixers, batch mixers for mixing materials other than concrete, concrete truck mixers, carriers, and agitators, cement spreading machines and building machinery; namely, self-powered and building machinery; namely, self-powered machines for mixing one or more ingredients with disintegrated old roadway or natural soil and leaving the mixed materials in readiness for compaction
REX	803833 ✓	Truck with a concrete mixer mounted thereon and semi-trailer with concrete mixer mounted thereon or forming a part thereof
REX (Diamond Bar Design)	126140	
REX	596707	
REX (Stylized Bar Design)	1115081	