

Atty. Dkt. No. 061900-0572

FCR: PTO-1594 (modified)
(REV. 11)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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):
RE: WORKS, INC.

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

2. Additional conveying party(ies) **NO**

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

**Name: TRINITY EQUIPMENT
MANUFACTURING COMPANY**
Internal Address:
Street Address: 2525 Stemmons Freeway
City: State: Zip: Dallas, Texas 75207

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. Type of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. 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. Dillberti
Internal Address: FOLEY & LARDNER
Street Address: 777 East Wisconsin Avenue, Suite 3000
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

8. 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. Dillberti

10/14/03

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

CH \$40.00 061447 0803833

BILL OF SALE

FOR VALDE RECEIVED, in the amount of \$3,400,000.00, the undersigned REXWORKS, INC., (hereinafter called "Seller"), sells and transfers to TRINITY EQUIPMENT MANUFACTURING COMPANY, (hereinafter called "Purchaser"), and its successors and assigns, the following:

All assets which are owned and used by Seller in its business of manufacturing and distributing concrete mixers and concrete truck parts and associated components, parts and assemblies conducted at its facility in Milwaukee, Wisconsin (the "Business"), and any other assets located at its facility, whether used in the Business or otherwise, including, without limitation, the (i) supplies, consumables, certain raw materials inventories, (ii) equipment, machinery, automobiles, trucks, trailers, rolling stock, transformers, furniture, fixtures, materials handling equipment (including selected overhead cranes and hoists which have been mutually agreed upon and all electrical boxes, starters and accessories used in connection therewith), and storage bins and racks (the "Tangible Personal Property"); (iii) patents, copyrights, tradenames and trademarks (including the name "Rexworks"), drawings and engineering data (including those related to the Rexworks' gearbox), licenses, contract rights (other than existing purchase orders and sales orders entered into with customers and suppliers), books and records, including personnel and customer files, accounting and financial data and reports (the "Intangible Property"); and (iv) other miscellaneous assets and properties of Seller (including tooling, jigs, dies, hand tools, welding supplies, office supplies, office equipment, computers, printers, terminals, software, designs, plans, specifications, copiers, communications equipment, operating and maintenance manuals, parts and parts lists and other personal property, whether located at any facility of the Business, at the facility of a customer or subcontractor or any other location (the "Miscellaneous Property"), and (v) all other assets and properties of every kind and description relating to the Business, as more specifically described in Schedule 1.01, except certain "Excluded Assets" under the Purchase and Sale Agreement

SCHEDULE 1.01

- (2) GRINDERS
- 10' LOWN ROLL
- 350 TON 4 POST HYDRAULIC PRESS
- 350 TON NIAGRA PRESS BRAKE
- 8 FORKLIFTS

SCOTT BLAIR REXMOND

- ALL TOOLING FOR MIXER SYSTEM
- AUTO WELDER WITH TILT SYSTEM
- BAND SAW
- BERTSCH ROLL 6'
- BUFFALO PUNCH
- BULLARD TURRETT LATHE
- CINCINNATI PRESS BRAKE
- CINCINNATI SHEAR
- GAS CUTTER
- GREEN 2-POST PRESS
- LEWIS WELDER
- MISCELLANEOUS HAND TOOLS
- MISCELLANEOUS OFFICE EQUIPMENT
- MISCELLANEOUS WELDERS
- PACIFIC VERTICAL PRESS
- PELS PUNCH
- PIRANHA PUNCH
- PLASMA CUTTER
- RADIAL ARM DRILL
- SOUTHBEND RADIAL ARM DRILL
- WALLACE BENDER
- WEB ROLL / STRAIGHTENER
- WEBB ROLL FORMER
- WIEDEMATIC WITH DUST COLLECTOR

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller further warrants that it shall fully defend, protect, indemnify and save harmless the Buyer and its lawful successors and assigns from any and all adverse claim that may be made by any party against said goods.

It is provided, however, that Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being sold in their present condition "as is" and "where is."

Signed this 20th day of June 2000.

SCOTT BLAIR REXWORKS

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In the presence of:

Scott A. De
Witness

REXWORKS, INC.

Frank V. Guffre
By: Frank V. Guffre, President

TRINITY EQUIPMENT
MANUFACTURING COMPANY

John Lee
Witness

By: John Lee
Name: JOHN LEE
Title: VP