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

102518443

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Patrick Cavanaugh

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other trustee-assignee of Goodman

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 22, 2003

2. Name and address of receiving party(ies)

Name: Bateman Trident (Pty) Ltd.

Internal

Address: Wadeville ext. 6

Street Address: 414 Peddie Street

City: Germiston, Republic of South Africa

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State South Africa

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

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

A. Trademark Application No.(s)

502270 860902 729662

B. Trademark Registration No.(s)

261845 875986

Additional number(s) attached Yes No

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

Name: John G. Bisbikis

Internal Address:

McDermott, Will & Emery

Suite 4400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(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.

John G. Bisbikis

Name of Person Signing

Signature

July 31, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

08/06/2003 ECOOPER 00000235 130206 502270

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

01 FC:6521 40.00 BA 02 FC:6522 100.00 BA

TRADEMARK REEL: 002796 FRAME: 0132

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of May 22, 2003 (this "**Assignment**"), is between PATRICK CAVANAUGH, not individually, but solely as Assignee ("**Seller**") of GOODMAN EQUIPMENT CORPORATION (the "**Company**") and BATEMAN TRIDENT (PTY) LTD., a corporation organized under the laws of South Africa ("**Purchaser**").

RECITALS

A. Purchaser and Seller have entered into that certain Asset Purchase Agreement dated May 20, 2003 (the "**Asset Purchase Agreement**"), relating to the purchase and sale of certain assets of the Company including certain "Intellectual Property" (as defined in the Asset Purchase Agreement), including, but not limited to, the patents and trademarks listed on Schedule A hereto. All terms used herein and not otherwise defined shall have meanings given to them in the Asset Purchase Agreement.

B. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Seller specifically acknowledges, Seller assigns, transfers and sells the Intellectual Property to Purchaser.

2. Grant of Rights to Intellectual Property. Seller grants, conveys, transfers, alienates and assigns to Purchaser, for and throughout the world, Seller's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Intellectual Property in Seller or the Company's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Intellectual Property.

3. Further Instruments. Seller shall execute, acknowledge and deliver to Purchaser such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Purchaser's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Seller's assignment of the Intellectual Property to Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Seller does not reserve or retain any right, title or interest in the Intellectual Property. Seller acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Purchaser.

5. Authorization. Seller represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Purchaser all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Purchaser, its successors and assigns and Seller and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

SELLER:

By: 

Patrick Cavanaugh, not individually, but solely
as Assignee

PURCHASER:

BATEMAN TRIDENT (PTY) LTD.

By: 

Its: _____

Schedule A

Patents and Trademarks

See attached.

SCHEDULE A

United States Domain Names

1. GOODMANEQUIPMENT.COM – active from April 26, 2002 through April 26, 2004
2. LOCOMOTIVES.COM – active from April 26, 2002 through April 26, 2004

Foreign Domain Names

1. GOODMAN.CO.ZA – South African domain name (unfiled)

Unites States Trademarks

<u>Mark</u>	<u>Registration Number</u>
CONWAY and Design	502,270
FLAT STROKE & DESIGN	860,962
GOODMAN	729,662
LITTLE TRAMMER	261,845
MANCHA	875,986

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
GOODMAN	Australia	A166,204
GOODMAN	Bolivia	31,790
GOODMAN	Brazil	006400728
GOODMAN	Canada	132,236
GOODMAN	Chile	453,889
GOODMAN	Mexico	198,805
GOODMAN	Peru	94521
GOODMAN	South Africa	64/0187
GOODMAN	Zambia	592/96
GOODMAN EQUIPMENT	South Africa	1316005DN
GOODMAN LOCOMOTIVES	South Africa	1317533DN
MANCHA	Australia	A228,123

MANCHA	Bolivia	A-49840
MANCHA	Brazil	760009139
MANCHA	Chile	325,280
MANCHA	Columbia	90,882
MANCHA	Mexico	196,110
MANCHA	Peru	24,376
MANCHA	South Africa	68/3831

Foreign Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title/Description</u>
9001838	South Africa	12/28/1990	Operating Mechanism for Brakes – Utilizes axial pull on spindle to apply brakes and comprises mounting for spindle
9604592	South Africa	10/29/1997	Locomotive Brake Shoe – Has major braking surface made of metal reinforced rubber, and end tips made from cast iron or similar material
9402494	South Africa	2/22/1995	Brake Operating Mechanism Worked by Lever – Comprises boss axially fixed to spindle and rotatable upon it, with inclined boss faces contacting complementary surfaces on fixed bearing