

10/2/03

10-15-2003

Form PTO-1594 (Rev. 10/02) RE
 OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102574659

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

<p>1. Name of conveying party(ies): <u>Aero International, L.L.C. d/b/a American Aero Cranes</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Energy Cranes, LLC</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>6707 Northwinds Drive</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77041</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: _____</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>TITAN, No. 75459454</u></p>	<p>B. Trademark Registration No.(s) <u>TITAN, No. 2554473</u></p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jim G. McLaughlin</u> Internal Address: _____ _____ _____</p> <p>Street Address: <u>1901 Sixth Avenue North</u> <u>2400 AmSouth/Harbert Plaza</u></p> <p>City: <u>Birmingham</u> State: <u>AL</u> Zip: <u>35203</u></p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>400.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature. <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></p> <p><u>James Breaux</u> Name of Person Signing</p> <p><u>James Breaux</u> Signature</p> <p style="text-align: right;">Date: <u>10/2/03</u></p>	<p>\$165.00</p> <p>00000030 75459454</p> <p>000001429</p> <p>DBTRME</p> <p>CHECK Refund Total: \$165.00</p>
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10/14/2003 DBTRME 00000030 75459454

01 FC:8521 40.00 DP
 02 FC:8522 225.00 DP

Total number of pages including cover sheet, attachments, and document: 1

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

Item 4 (continued)

2. OCEANMASTER, Application No. 72437332, Registration No. 0986871
3. BAYMASTER, Application No. 73371216, Registration No. 1258271
4. GULFMASTER, Application No. 72437331, Registration No. 0981006
5. AMERICAN AERO, Application No. 73399584, Registration No. 1274815
6. HERCULOG, Application No. 75029645, Registration No. 2109672
7. HOUSTON SYSTEMS MARINE PRODUCTS, Application No. 74606076,
Registration No. 2151098
8. HERCULES MARINE PRODUCTS, Application No. 74603073, Registration
No. 2084360
9. HSMC, Application No. 74602832, Registration No. 2000364
10. MSI, Application No. 74605442, Registration No. 1930037

**PATENT AND
TRADEMARK ASSIGNMENT**

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of August 7th, 2003 ("Effective Date") by and between Aero International, L.L.C., a Louisiana limited liability company d/b/a American Aero Cranes ("Assignor"), and Energy Cranes, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor acquired certain United States trademark registrations and patent registrations from MSI Crane & Equipment Co., Inc. pursuant to that certain Bill of Sale, dated April 21, 2003, a copy of which is attached hereto as Exhibit A;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 4 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto (the "Marks") and the United States patent registrations set forth on Schedule B attached hereto (the "Patents" and together with the Marks hereinafter referred to as the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the full extent allowed by applicable laws, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property, including without limitation any registrations therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignee shall pay all costs associated with the Assignment of the Intellectual Property.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and to issue letters patent to Assignee as the assignee and owner of the Patents.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property, free and clear of any liens, security

interests or other encumbrances except those that will be satisfied in connection with the closing of the transactions contemplated by the Agreement; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including without limitation with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including without limitation testifying as to any facts relating to the Intellectual Property and this Assignment; and (3) obtaining any additional trademark and/or patent protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignee shall bear all costs associated with the foregoing.

Unless expressly set forth herein to the contrary, this Assignment is subject to and is to be construed according to the terms of the Agreement.

(signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Aero International, L.L.C.

Energy Cranes, LLC

Name: W. Ward

Name: [Signature]

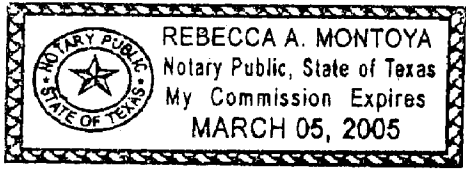
Title: VP & SECRETARY

Title: PRESIDENT

STATE OF TEXAS

COUNTY OF Harris

On this 4th day of August, ²⁰⁰³ there appeared before me William L. Ward, Jr., personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Aero International, L.L.C.

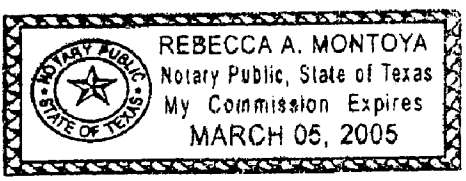


Rebecca A. Montoya
Notary Public

STATE OF TEXAS

COUNTY OF Harris

On this 4th day of August, ²⁰⁰³ there appeared before me Kenneth M. Scott, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Energy Cranes, LLC.



Rebecca A. Montoya
Notary Public

Exhibit A

BILL OF SALE

(see attached)

00910160

TRADEMARK
REEL: 002843 FRAME: 0500

BILL OF SALE

Date: 04-21-03
Seller: MSI CRANE & EQUIPMENT CO., INC.
% TRANZON VENUEBID, INC. - AGENT
Seller's Mailing Address: 908 Town & Country Blvd.
Ste. 120
Houston, TX 77024
Buyer: American Aero Cranes
Buyer's Mailing Address: 6707 Northwinds Dr.
Houston, TX 77041

Transferred Properties:

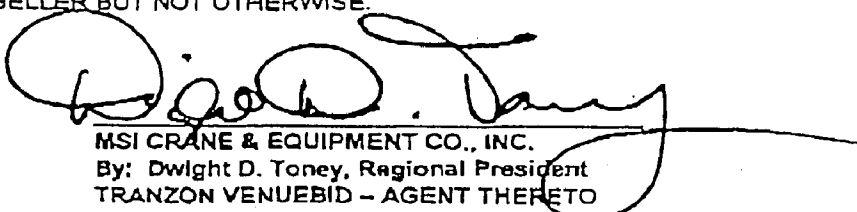
- TRADEMARK "HERCULOG" - REG # 2,109,672; SERIAL # 75,029,645
- DRAWINGS & RIGHTS TO "MSI-HERCULOG EQUIPMENT MONITORING SYSTEM.
- TRADEMARK "HOUSTON SYSTEMS MARINE PRODUCTS" - REG # 2,151,098#; SERIAL # 74,806,076
- TRADEMARK "HERCULES MARINE PRODUCTS" - REG# 2,084,360; SERIAL # 74,603,073
- TRADEMARK HSMC" - REG # 2,000,364; SERIAL # 74,602,832
- ALL AVAILABLE DRAWINGS AND MICROFILM FOR "HOUSTON SYSTEMS & OSI PRODUCT LINES
- READER PRINTER AND MICROFICHE READER
- TRADEMARK "MSI" - REG # 74,605,442; SERIAL # 74,605,442
- DRAWINGS & RIGHTS TO "MSI-HERCULES MARINE CRANE PRODUCT LINE"
- CRANE RECORD FILES
- MSI CUSTOMER LIST
- PATENT "ANTI-TWO BLOCK SYSTEM - PATENT # 6,068,145
- DRAWINGS & RIGHTS TO "MSI-HERCULES ANTI-BLOCK SYSTEM"
- PATENT "LOAD BLOCK" - PATENT # 5,476,247
- DRAWINGS & RIGHTS TO "MSI-HERCULES MARINE LOAD BLOCK"

Consideration: \$ 130,000.00 & Other Good and Valuable Considerations

For the Consideration, Seller transfers to Buyer the Transferred Properties, free and clear of liens and encumbrances.

INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE TRANSFERRED PROPERTIES, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTIES. THE TRANSFERRED PROPERTIES ARE SOLD ON AN "AS IS, WHERE IS" BASIS. PREPARATION AND FILING OF TRANSFER DOCUMENTS FOR PATENTS, TRADEMARKS AND NAMES SHALL BE THE RESPONSIBILITY OF THE BUYER.

TO HAVE AND TO HOLD THE TRANSFERRED PROPERTIES TO BUYER AND BUYER'S HEIRS, SUCCESSORS, AND ASSIGNS FOREVER. SELLER BINDS SELLER AND SELLER'S HEIRS AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE TRANSFERRED PROPERTIES TO BUYER AND BUYER'S HEIRS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF WHEN THE CLAIM IS BY, THROUGH, OR UNDER SELLER BUT NOT OTHERWISE.


MSI CRANE & EQUIPMENT CO., INC.
By: Dwight D. Toney, Regional President
TRANZON VENUEBID - AGENT THEREFO



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies): Aero International, L.L.C. d/b/a American Aero Cranes... Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

2. Name and address of receiving party(ies) Name: Energy Cranes, LLC Internal Address: Street Address: 6707 Northwinds Drive City: Houston State: TX Zip: 77041... Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

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

Additional name(s) of conveying party(ies) attached? Yes No... 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) TITAN, No. 75459454

B. Trademark Registration No.(s) TITAN, No. 2554473 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jim G. McLaughlin Internal Address: Street Address: 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41) \$ 400.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (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. Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Registration Number	Application No.	Registration Date	Mark
2554473	75459454	April 2, 2002	TITAN
0986871	72437332	June 25, 1974	OCEANMASTER
1258271	73371216	November 22, 1983	BAYMASTER
0981006	72437331	March 26, 1974	GULFMASTER
1274815	73399584	April 24, 1984	AMERICAN AERO
2109672	75029645	October 28, 1997	HERCULOG
2151098	74606076	April 14, 1998	HOUSTON SYSTEMS MARINE PRODUCTS
2084360	74603073	July 29, 1997	HERCULES MARINE PRODUCTS
2000364	74602832	September 10, 1996	HSMC
1930037	74605442	October 24, 1995	MSI

SCHEDULE B

U.S. PATENT REGISTRATIONS

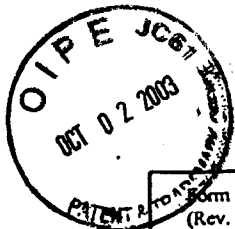
Patent No.	Application No.	Registration Date	Patent
6068145	127936	May 30, 2000	Anti-two block system
5476247	138953	December 19, 1995	Load block

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	RECORDATION FORM COVER SHEET PATENTS 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): <u>Aero International, L.L.C.</u> <u>d/b/a American Aero Cranes</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Energy Cranes, LLC</u> Internal Address: _____ Street Address: <u>6707 Northwinds Dr.</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77041</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <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: _____					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>Load Block, No. 138953</u> B. Patent No.(s) <u>Load Block, No. 5476247</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jim G. McLaughlin</u> Internal Address: _____ Street Address: <u>1901 6th Ave. No.</u> <u>2500 AmSouth/Harbert Plaza</u> City: <u>Birmingham</u> State: <u>AL</u> Zip: <u>35203</u>	6. Total number of applications and patents involved: <input type="checkbox"/> <input checked="" type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
9. Statement and signature. <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> <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;"> _____ Name of Person Signing </td> <td style="width:33%; border: none;"> _____ Signature </td> <td style="width:33%; border: none;"> _____ Date </td> </tr> </table> Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>			_____ Name of Person Signing	_____ Signature	_____ Date
_____ Name of Person Signing	_____ Signature	_____ Date			

Mail documents to be recorded with required cover sheet information to:
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 Washington, D.C. 20231

Item 4 (continued)

2. Anti-two block system, Application No. 127936, Patent No. 6068145



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):

Aero International, L.L.C. d/b/a
American Aero Cranes

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

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

3. Nature of conveyance:

- Assignment
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- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Energy Cranes, LLC

Internal

Address: _____

Street Address: 6707 Northwinds Drive

City: Houston State: TX Zip: 77041

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
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(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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TITAN, No. 75459454

B. Trademark Registration No.(s)

TITAN, No. 2554473

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- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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James Breaux
Name of Person Signing

James Breaux
Signature

10/2/03
Date

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

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Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property, free and clear of any liens, security

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Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including without limitation with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including without limitation testifying as to any facts relating to the Intellectual Property and this Assignment; and (3) obtaining any additional trademark and/or patent protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignee shall bear all costs associated with the foregoing.

Unless expressly set forth herein to the contrary, this Assignment is subject to and is to be construed according to the terms of the Agreement.

(signature page follows)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Aero International, L.L.C.

Energy Cranes, LLC

Name: W. W. W. W.

Name: [Signature]

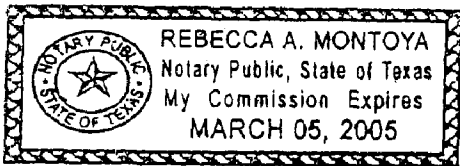
Title: VP & SECRETARY

Title: PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 4th day of August, ²⁰⁰³, there appeared before me William L. Wanda, Jr., personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Aero International, L.L.C.

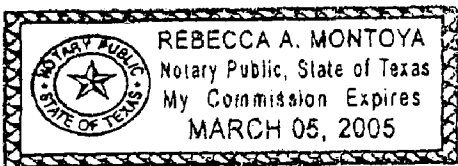


Rebecca A. Montoya
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

On this 4th day of August, ²⁰⁰³, there appeared before me Kenneth M. Scott, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Energy Cranes, LLC.



Rebecca A. Montoya
Notary Public

Exhibit A

BILL OF SALE

(see attached)

00910160

TRADEMARK
REEL: 002843 FRAME: 0511

BILL OF SALE

Date: 04-21-03

Seller: MSI CRANE & EQUIPMENT CO., INC.
% TRANZON VENUEBID, INC. - AGENT

Seller's Mailing Address: 908 Town & Country Blvd.
Ste. 120
Houston, TX 77024

Buyer: American Aero Cranes

Buyer's Mailing Address: 6707 Northwinds Dr.
Houston, TX 77041

Transferred Properties:

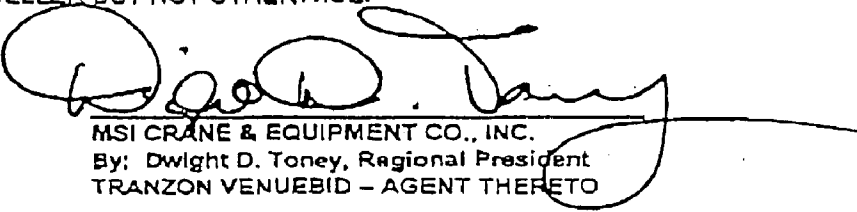
- TRADEMARK "HERCULOG" - REG # 2,109,672; SERIAL # 75,029,645
- DRAWINGS & RIGHTS TO "MSI-HERCULOG EQUIPMENT MONITORING SYSTEM.
- TRADEMARK "HOUSTON SYSTEMS MARINE PRODUCTS" - REG # 2,151,098#; SERIAL # 74,806,076
- TRADEMARK "HERCULES MARINE PRODUCTS" - REG# 2,084,360; SERIAL # 74,603,073
- TRADEMARK "HSMC" - REG # 2,000,364; SERIAL # 74,602,832
- ALL AVAILABLE DRAWINGS AND MICROFILM FOR "HOUSTON SYSTEMS & DSI PRODUCT LINES
- READER PRINTER AND MICROFICHE READER
- TRADEMARK "MSI" - REG # 74,605,442; SERIAL # 74,605,442
- DRAWINGS & RIGHTS TO "MSI-HERCULES MARINE CRANE PRODUCT LINE"
- CRANE RECORD FILES
- MSI CUSTOMER LIST
- PATENT "ANTI-TWO BLOCK SYSTEM - PATENT # 6,068,145
- DRAWINGS & RIGHTS TO "MSI-HERCULES ANTI-BLOCK SYSTEM"
- PATENT "LOAD BLOCK" - PATENT # 5,475,247
- DRAWINGS & RIGHTS TO "MSI-HERCULES MARINE LOAD BLOCK"

Consideration: \$ 130,000.00 & Other Good and Valuable Considerations

For the Consideration, Seller transfers to Buyer the Transferred Properties, free and clear of liens and encumbrances.

INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE TRANSFERRED PROPERTIES, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE TRANSFERRED PROPERTIES THAT WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE TRANSFERRED PROPERTIES. THE TRANSFERRED PROPERTIES ARE SOLD ON AN "AS IS, WHERE IS" BASIS. PREPARATION AND FILING OF TRANSFER DOCUMENTS FOR PATENTS, TRADEMARKS AND NAMES SHALL BE THE RESPONSIBILITY OF THE BUYER.

TO HAVE AND TO HOLD THE TRANSFERRED PROPERTIES TO BUYER AND BUYER'S HEIRS, SUCCESSORS, AND ASSIGNS FOREVER. SELLER BINDS SELLER AND SELLER'S HEIRS AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE TRANSFERRED PROPERTIES TO BUYER AND BUYER'S HEIRS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF WHEN THE CLAIM IS BY, THROUGH, OR UNDER SELLER BUT NOT OTHERWISE.


MSI CRANE & EQUIPMENT CO., INC.
By: Dwight D. Toney, Regional President
TRANZON VENUEBID - AGENT THERETO

TRADEMARK
REEL: 002843 FRAME: 0512

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Registration Number	Application No.	Registration Date	Mark
2554473	75459454	April 2, 2002	TITAN
0986871	72437332	June 25, 1974	OCEANMASTER
1258271	73371216	November 22, 1983	BAYMASTER
0981006	72437331	March 26, 1974	GULFMASTER
1274815	73399584	April 24, 1984	AMERICAN AERO
2109672	75029645	October 28, 1997	HERCULOG
2151098	74606076	April 14, 1998	HOUSTON SYSTEMS MARINE PRODUCTS
2084360	74603073	July 29, 1997	HERCULES MARINE PRODUCTS
2000364	74602832	September 10, 1996	HSMC
1930037	74605442	October 24, 1995	MSI

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Aero International, L.L.C. d/b/a
American Aero Cranes

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Energy Cranes, LLC

Internal

Address: _____

Street Address: 6707 Northwinds Drive

City: Houston State: TX Zip: 77041

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

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)

TITAN, No. 75459454

B. Trademark Registration No.(s)

TITAN, No. 2554473

Additional number(s) attached Yes No

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

Name: Jim G. McLaughlin

Internal Address: _____

Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Name of Person Signing

Signature

Date

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

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

Item 4 (continued)

2. OCEANMASTER, Application No. 72437332, Registration No. 0986871
3. BAYMASTER, Application No. 73371216, Registration No. 1258271
4. GULFMASTER, Application No. 72437331, Registration No. 0981006
5. AMERICAN AERO, Application No. 73399584, Registration No. 1274815
6. HERCULOG, Application No. 75029645, Registration No. 2109672
7. HOUSTON SYSTEMS MARINE PRODUCTS, Application No. 74606076,
Registration No. 2151098
8. HERCULES MARINE PRODUCTS, Application No. 74603073, Registration
No. 2084360
9. HSMC, Application No. 74602832, Registration No. 2000364
10. MSI, Application No. 74605442, Registration No. 1930037



SCHEDULE B

U.S. PATENT REGISTRATIONS

Patent No.	Application No.	Registration Date	Patent
6068145	127936	May 30, 2000	Anti-two block system
5476247	138953	December 19, 1995	Load block



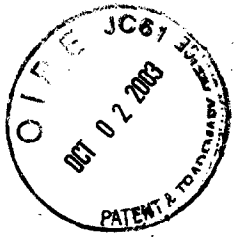
MANUAL OF PATENT EXAMINING PROCEDURE

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		RECORDATION FORM COVER SHEET PATENTS 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): <u>Aero International, L.L.C.</u> <u>d/b/a American Aero Cranes</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Energy Cranes, LLC</u> Internal Address: _____ Street Address: <u>6707 Northwinds Dr</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77041</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
3. Nature of conveyance: <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: _____	4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>Loa@ Block, No. 138953</u> B. Patent No.(s) <u>Load Block, No. 5476247</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jim G. McLaughlin</u> Internal Address: _____ Street Address: <u>1901 6th Ave. No.</u> <u>2500 AmSouth/Harbert Plaza</u> City: <u>Birmingham</u> State: <u>AL</u> Zip: <u>35203</u>	6. Total number of applications and patents involved: <input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1 7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)								
DO NOT USE THIS SPACE									
9. Statement and signature. <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> <table style="width:100%; border: none;"> <tr> <td style="width: 33%; border: none;">Name of Person Signing</td> <td style="width: 33%; border: none;">Signature</td> <td style="width: 33%; border: none;">Date</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> </table> Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/>				Name of Person Signing	Signature	Date	_____	_____	_____
Name of Person Signing	Signature	Date							
_____	_____	_____							

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

Item 4 (continued)

2. Anti-two block system, Application No. 127936, Patent No. 6068145



**PATENT AND
TRADEMARK ASSIGNMENT**

THIS PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of August 14, 2003 ("Effective Date") by and between Aero International, L.L.C., a Louisiana limited liability company d/b/a American Aero Cranes ("Assignor"), and Energy Cranes, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor acquired certain United States trademark registrations and patent registrations from MSI Crane & Equipment Co., Inc. pursuant to that certain Bill of Sale, dated April 21, 2003, a copy of which is attached hereto as Exhibit A;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 14 2003 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto (the "Marks") and the United States patent registrations set forth on Schedule B attached hereto (the "Patents" and together with the Marks hereinafter referred to as the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the full extent allowed by applicable laws, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property, including without limitation any registrations therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignee shall pay all costs associated with the Assignment of the Intellectual Property.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks and to issue letters patent to Assignee as the assignee and owner of the Patents.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property, free and clear of any liens, security