

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kleinert Hand Technology LLC		05/08/2003	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA	
Name:	Hillerich & Bradsby Co.
Also Known As:	H&B
Street Address:	800 West Main Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2551057	

CORRESPONDENCE DATA	
Fax Number:	(502)561-0442
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	1-502-584-1135
Email:	jgregory@midtreut.com
Correspondent Name:	Julie A. Gregory
Address Line 1:	2500 Brown & Williamson Tower
Address Line 4:	Louisville, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	ZM339/03001
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NAME OF SUBMITTER:	Julie A. Gregory
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Total Attachments: 3
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OP \$40.00 2551057

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT, effective as of February 28, 2003, is from Kleinert Hand Technology LLC, a Limited Liability Company organized under the laws of the Commonwealth of Kentucky, with a business address of P.O. Box 22855, Louisville, Kentucky 40252 ("Assignor"), to Hillerich & Bradsby Co., a Corporation organized under the laws of the Commonwealth of Kentucky, with a business address of 800 West Main Street, Louisville, Kentucky 40202 ("Assignee" or "H&B").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the trademark identified on Schedule A hereto (the "Mark"), and the related application, registration, enhancement and modification referenced therein (respectively, the "Registration" and "Application"), such Application based upon Assignor's actual use of the mark;

WHEREAS, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Mark, Registration, and Application together with the goodwill of the business connected with the use of and symbolized by the Mark;

WHEREAS, Assignor desires to sell, assign, and transfer to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Mark, Registration, and Application, together with the goodwill of the business connected with the use of and symbolized by the Mark;

NOW, THEREFORE, in consideration of Thirteen Thousand Five Hundred Forty-Two U.S. Dollars and 48/100 (U.S. \$13,542.48) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations, or limitations:

1. The entire and exclusive right, title and interest in and to the Mark, Registration, and Application, together with the goodwill of the business connected with the use of and symbolized by the Mark, including the right to register the Mark in Assignee's name throughout the world; and

2. The sole right to enforce rights in said Mark, Registration, and Application, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

Assignor represents and warrants that there are presently no challenges against this Registration.

Assignor represents and warrants that there are no foreign or other registrations, applications, etc. regarding this Mark or any similar Marks.

Assignor will do all reasonable things to transfer, vest and mature all rights of ownership in and to the Mark in H&B.

Assignor will hold harmless and indemnify Hillerich & Bradsby Co., et al. from and against any claims, costs and/or damages which arise from Assignor's breach of any covenant, representation and/or warranty contained in this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by them and/or their authorized officers, all as of the day and year first above written.

Subscribed to and sworn before me by James M. Kleinert, M.D., this 8TH day of MAY, 2003 in his corporate capacity as a member of Kleinert Hand Technology LLC

Kleinert Hand Technology LLC

By: James M. Kleinert
Its: member
Date: May 8, 2003

Donald E. Fisher
Notary Public
My commission expires: 6/30/05

Hillerich & Bradsby Co.

By: Bill Clark
Its: President Bionic Division
Date: 5/7/04

APPROVED / LAW DEPT.
MAY - 5 2003
BY: Stephene

SCHEDULE A

<u>"Mark"</u>	<u>U.S. Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Miscellaneous Design	2,551,057	05/26/2000	03/19/2002

