

REC
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01-22-2004



102651515

Docket No.:

Tab settings

To the Director of the United States Patent and Trademark Office

original documents or copy thereof.

1. Name of conveying party(ies)
**Mobile Tool International, Inc. and
MTI Insulated Products, Inc.**

1-15-04

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **July 18, 2003**

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

Name: **Altec, LLC**

Internal Address:

Street Address: **2106 S. Riverside Road**

City: **St. Joseph** State: **MO** ZIP: **64507**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Delaware**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

| | | |
|--------------------|-----------|-----------|
| 683,221 | 1,373,629 | 855,051 |
| 639,627 | 0693473 | 1,909,733 |
| 2,389,745 | 2,366,516 | 2,429,484 |

Additional numbers Yes No

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

Name: **Thomas B. Luebbering, Reg. No. 37,874**

Internal Address: **HOVEY WILLIAMS LLP**

Suite 400

Street Address: **2405 Grand Boulevard**

City: **Kansas City** State: **MO** ZIP: **64108**

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

11

7. Total fee (37 CFR 3.41):.....\$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0522

49.00 OP
250.00 OP

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.

Thomas B. Luebbering

Name of Person Signing

Signature

January 15, 2004

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002899 FRAME: 0498

01/22/04 LWEILLER 0008036 64321

01 FC:0521
02 FC:0522

ADDITIONAL TRADEMARK REGISTRATION NOS.

2,391,493

1,484,053

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made and entered into as of the 18 day of July, 2003, by and between MOBILE TOOL INTERNATIONAL, INC., a Delaware corporation ("MTI") and MTI INSULATED PRODUCTS, INC., a Delaware corporation ("IP"), (MTI and IP are referred to individually as an "Assignor" and collectively as the "Assignors") and ALTEC, LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, MTI owns all of the issued and outstanding stock of IP; and

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement dated May 8, 2003, as amended by Amendment No. 1 to Asset Purchase Agreement dated May 29, 2003, and as further amended by Amendment No. 2 to Asset Purchase Agreement dated July 9, 2003 (collectively, the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell to Assignee, and Assignee has agreed to buy from Assignors, the Assets (as defined in the Asset Purchase Agreement), including without limitation Assignors' names, assumed fictional business names, trade names, registered and unregistered trademarks, service marks, and applications for the foregoing, including, but not limited to, the names, Mobile Tool International, Inc., MTI Insulated Products, Inc., MTI, Telsta, Teco, Holan, Puregas, AmerQuip, Eagle, Mopeco, MTI Supply, MTI Mobile Field Service, and Mobile Tool and any and all variations thereof; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets; and

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide rights, title, benefit, privileges and interest in and to all of Assignors' registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemarks and trademark applications and trade names listed on **Schedule A** attached hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide rights, title, benefit, privileges and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Servicemarks and Trademarks not been made.

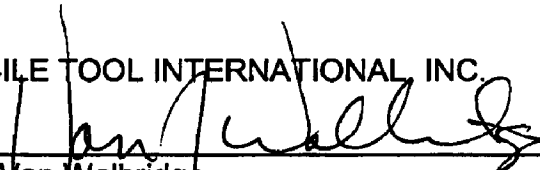
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, Assignors have caused this Assignment of Servicemarks and Trademarks to be executed by their respective duly authorized officers under seal as of the date first above written.

ASSIGNORS:

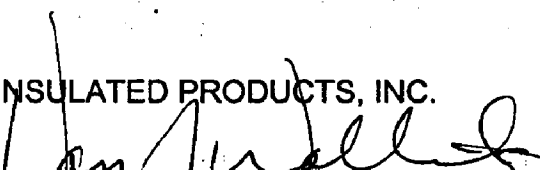
WITNESSES:

MOBILE TOOL INTERNATIONAL, INC.

By: 
Van Walbridge
Its CEO

WITNESSES:

MTI INSULATED PRODUCTS, INC.

By: 
Van Walbridge
Its President

ASSIGNEE:

WITNESSES:

ALTEC, LLC

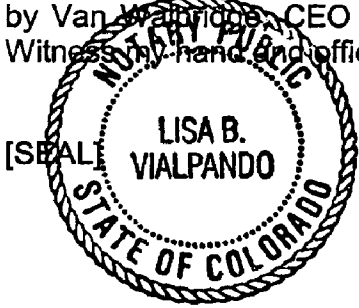
By: Altec, Inc.
Its Manager

By: 
J. Don Williams
Its Senior Vice President

STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 18 day of July, 2003 by Van Walbridge, CEO of MOBILE TOOL INTERNATIONAL, INC., a Delaware corporation. Witness my hand and official seal.



Lisa B. Vialpando

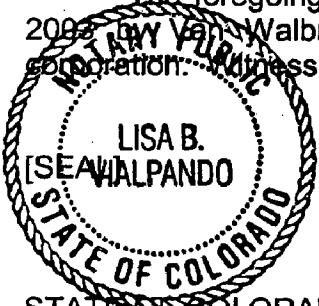
Notary Public

My Commission Expires: 12/11/04

STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this on this 18 day of July, 2003 by Van Walbridge, President of MTI INSULATED PRODUCTS, INC., a Delaware corporation. Witness my hand and official seal.



Lisa B. Vialpando

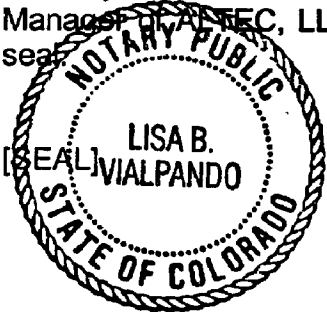
Notary Public

My Commission Expires: 12/11/04

STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this on this 18 day of July, 2003 by J. Don Williams, Senior Vice President of ALTEC, INC., an Alabama corporation, as Manager of ALTEC, LLC, a Delaware limited liability company. Witness my hand and official seal.



Lisa B. Vialpando

Notary Public

My Commission Expires: 12/11/04

SCHEDULE A

To
Assignment of Servicemarks and Trademarks
By and Between
Mobile Tool International, Inc., and
MTI Insulated Products, Inc., as Assignors
And
Altec, LLC, as Assignee

TRADEMARKS:

| <u>Registration No.</u> | <u>Registration Date</u> | <u>Mark</u> |
|-------------------------|--------------------------|----------------------|
| 683,221 | 8/11/99 | Lampighter |
| 120,580 | 12/23/90 | Lampighter (Canada) |
| 1,373,629 | 12/3/85 | Puregas |
| 130,266 | 3/22/93 | Puregas (Canada) |
| 1388592 | 3/1/99 | Puregas (Japan) |
| 855,051 | 4/20/88 | Tel-Lasher |
| 639,627 | 1/8/97 | Telsta |
| 108,535 | 11/8/02 | Telsta (Canada) |
| 0693473 | 2/23/00 | Telsta Electric Lift |
| 1,909,733 | 8/8/95 | PowerAll |
| 2,389,745 | 9/26/00 | Holan |
| 553,868 | 1/15/01 | Holan (Canada) |
| 2,366,516 | 7/11/00 | AmeriQuip |
| 2,429,484 | 2/20/01 | Eagle |
| 2223813 | 2/28/00 | Telbow (England) |
| 2,391,493 | 10/3/00 | MTI |
| 1,047,071 | In Process | MTI (Canada) |
| 2223860 | 2/28/00 | MTI (England) |
| 1,484,053 | 4/12/88 | TECO |
| 579732 | 2/17/00 | MTI Design (Canada) |
| 316075 | 3/1/85 | Holan (Canada) |
| 1046600 | 2/15/00 | Holan (Canada) |

CE MARKS:

| <u>Certificate No.</u> | <u>Date Issued</u> | <u>Product</u> |
|------------------------|--------------------|----------------|
| M6980432467001 | 4/1/98 | Holan-237 |
| M6980832467003 | 8/26/98 | Holan-806-37 |