

Schedule A

POSITECH DIVISION OF
COLUMBUS MCKINNON CORPORATION

ASSET PURCHASE AGREEMENT
Schedule 6.8 – Intellectual Property

None except the following:

Registered Trademarks –

U.S. Trademark Registration No. 1, 108, 404 for “Taurus”

U.S. Trademark Registration No. 2, 111, 470 for “ReactionArm”)

U.S. Trademark Registration No. 2, 080, 570 for “Conco”

Unregistered Trademarks –

“SAM”

“Positech”

“Lose Arm”

“Probot” (U.S. Trademark Registration No. 1, 212, 172)

02-13-2004

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

RE/ 7

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

102668822

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

1. Name of conveying party(ies): 2.11.04
Columbus McKinnon Corporation

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

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

2. Name and address of receiving party(ies)
Name: American Handling Systems, Inc.
Internal Address: _____
Street Address: 191 North Rush Lake Road
City: Laurens State: IA Zip: 50554

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Iowa
 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. Nature of conveyance:
 Assignment Certificate Merger
 Security Agreement Change of Name
 Other

Execution Date: February 4, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____
See Schedule A attached to Certificate

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William M. Alexander
Internal Address: _____
Street Address: 101 N. 3rd, Box 101
City: Laurens State: IA Zip: 50554

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature, _____

DO NOT USE THIS SPACE

Name of Person Signing _____ Signature _____ Date _____

02/12/2004 BY: 0000005 1108404

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

OPR/FINANCE
FEB 11 AM 7:22

01 FC:4521
02 FC:4522

40.00 DP
75.00 OP

**ASSIGNMENT CERTIFICATION
ASSET PURCHASE AGREEMENT
January 26, 2004**

I, Mike Olson, do certify that I am Secretary of American Handling Systems, Inc., an Iowa corporation, and that the corporate records of the corporation include an Asset Purchase Agreement entered into between American Handling Systems, Inc. as Buyer and Columbus McKinnon Corporation as Seller for the operating assets of the Positech business in Laurens, Iowa and that the following is a copy of a Resolution adopted by the corporation at a Special Board of Directors Meeting held on December 29, 2003, the original which is contained in the corporate record book;

Thereupon, consideration was given to the proposal, after thorough consideration and due deliberation, and the following resolutions were, upon motion made and seconded, unanimously adopted.

RESOLVED that the President and Secretary of the company be and are hereby authorized and directed to complete negotiations with Columbus McKinnon Corporation for the acquisition of the operating assets of Positech – the subsidiary of Columbus McKinnon Corporation in Laurens, Iowa;

RESOLVED FURTHER that the officers in their sole discretion be and are hereby authorized and directed to execute and deliver to the Seller any and all documents necessary to complete the aforesaid Asset Purchase Agreement and to take such actions that are necessary to carry out and fulfill the obligations undertaken in the Asset Purchase Agreement;

RESOLVED FURTHER that the President and Secretary be and are hereby authorized and directed to secure copies of all documents and to insert the same in the corporate records for future reference.

That the Asset Purchase Agreement dated January 26, 2004 in the corporate records contains Article 1.1.5 which states:

“1.1.5 All of Seller’s rights, privileges, and priorities provided under common, state, federal, foreign, and multinational law, in and to all of the Positech Business intellectual property, whether registered or unregistered, including, without limitation, the names “Positech”, “Lode ARM”, “Conco”, “Integrated Solutions”, “SAM”, “Taurus”, and “Probot”, any derivatives thereof, all patents (including without limitation any patent, know-how or other intellectual property whether patentable or not) trademarks, service marks, designs, trade dress, jingles, slogans, logos, trade names, and copyrights, including registrations, applications for registration, renewals, and extensions of any of them, franchises, computer software and databases of whatever form or nature (as defined below) and all other licenses or other agreements to use same in connection with the Positech Business; and all other intangible property rights of Seller which are used or held for use in connection with the operation of the Positech Business including, but not limited to the following websites www.positech-solutions.com; www.concomanipulators.com.

com; www.positechmanipulators.com (collectively the "Intellectual Property") and further, as used herein, the term "computer software" includes, without limitation, all computer programs and programming materials (whether in source code or object code form), algorithms, edit controls, methodologies, applications, flow charts, and any and all systems documentation (including, but not limited to, data entry and data processing procedures, report generation, and quality control procedures), logic, and designs for all programs, file layouts, and written narratives of all procedures used in the coding or maintenance of the foregoing; the term "databases" includes, without limitation, all databases, documentation, and written narratives of all procedures used in connection with the collection, processing, and distribution of data contained in the databases; notwithstanding the foregoing, the term "computer software" as used herein does not include the Seller's CMBIS Software."

That said Asset Purchase Agreement contains as Schedule 6.8 – Intellectual Property (a copy is attached hereto) which shows Registered Trademarks and Unregistered Trademarks as follows:

Registered Trademarks –

U.S. Trademark Registration No. 1, 108, 404 for "Taurus",
 U.S. Trademark Registration No. 2, 111, 470 for "ReactionArm",
 U.S. Trademark Registration No. 2, 080, 570 for "Conco"

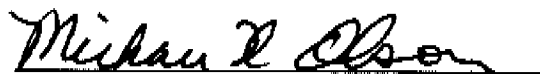
Unregistered Trademarks –

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 "POSITECH"
 "Lose Arm"
 "Probot" (U.S. Trademark Registration No. 1, 212, 172)

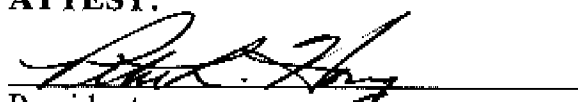
That I further certify that the American Handling Systems, Inc. has completed all of the terms and conditions as it pertains to its obligations to purchase the aforesaid assets and that American Handling Systems, Inc. is now the bona fide owner of the aforesaid Trademarks, Registered and Unregistered.

I, Mike Olson, do further certify that as of December 29, 2003 the Directors of American Handling Systems, Inc. had full power and authority to take the actions described in the aforesaid minutes.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 4th day of February 2004.


 Secretary

ATTEST:


 President

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ASSET PURCHASE AGREEMENT
January 26, 2004**

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com; www.positechmanipulators.com (collectively the "Intellectual Property") and further, as used herein, the term "computer software" includes, without limitation, all computer programs and programming materials (whether in source code or object code form), algorithms, edit controls, methodologies, applications, flow charts, and any and all systems documentation (including, but not limited to, data entry and data processing procedures, report generation, and quality control procedures), logic, and designs for all programs, file layouts, and written narratives of all procedures used in the coding or maintenance of the foregoing; the term "databases" includes, without limitation, all databases, documentation, and written narratives of all procedures used in connection with the collection, processing, and distribution of data contained in the databases; notwithstanding the foregoing, the term "computer software" as used herein does not include the Seller's CMBIS Software."

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IN WITNESS WHEREOF, I have hereunto subscribed my name this 4th day of February 2004.

Michael E Olson
Secretary

ATTEST:

[Signature]
President

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COLUMBUS MCKINNON CORPORATION

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