

04-16-2004

b settings

To the Honorable Commissioner of Patents

so original documents or copy thereof.

Name of conveying party(ies):

Address of receiving party(ies)

Stephen B. Lister

Name: Peerless Chain Company

Internal Address: _____

Street Address: 1416 East Sanborn St.

City: Winona State: MN ZIP: 55987

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other _____

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: March 19, 2004

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State MN

Other _____

If assignee is not domiciled in the United States, a certified representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,196,606

ARTIC TRAC

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

04/13/2004 ELDOPER 00000017 2104406

01 FC:8521

40.00 SP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

4/6/04
Date

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

Mail documents to be recorded with required coversheet information to:

ASSIGNMENT OF TRADEMARKS

AND

THE UNITED STATES REGISTRATIONS

(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF

WHEREAS, Stephen B. Lister, residing at 50 Watson Avenue, Barrington, Rhode Island 02806 ("Assignor"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations" and "Applications," respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and among Assignor, Weissenfels USA, Inc., a Rhode Island corporation having a principal place of business at 45 High Point Avenue, Portsmouth, Rhode Island 02871, and Peerless Chain Company, a Minnesota corporation having a principal place of business at 1416 East Sanborn Street, Winona, Minnesota 55987, ("Assignee") on March 19, 2004, Assignor has agreed to assign to Assignee its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

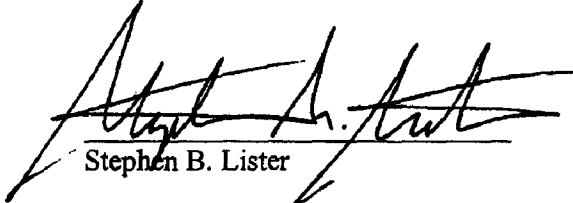
WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to Assignee, as required by said Asset Purchase Agreement, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, Registrations and Applications in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks and United States Registrations Agreement to be executed on this 19th day of March, 2004.



Stephen B. Lister

SCHEDULE A

Registered United States Trademarks and Pending Applications				
Mark	Owner	Application No./Appl. Date	Reg. No./Reg. Date	Status
ARTIC-TRAC	Stephen B. Lister	N/A	2,196,606/October 13, 1998	Current

State of ILLINOIS)
) SS
 County of COOK)

On this 9th day of MARCH, 2004, before me, Laura J. Smiley, the undersigned Notary Public, personally appeared Stephen B. Lister OR Stephen B. Lister proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Laura J. Smiley
 Notary's Signature

