

CS/51/92

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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):
 Gilcrest Equipment Company, Inc.

Individual(s)
 General Partnership Limited Partnership
 Corporation
 Other:

Date of execution of attached Document: December 30, 2003

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

2. Name and address of receiving party(ies):
 Name: Compaction America, Inc.
 Address: 2000 Kentville Road
 City: Kewanee State: Illinois 61443 USA

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation of Delaware
 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 Merger
 Security Agreement Change of Name
 Other Change of Address

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/510,298 and 76/355,780

B. Trademark Registration Number(s): 2,568,436; 2,075,831 and 2,567,695
 Additional numbers attached? Yes No.

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

Name: Eillen K. Burke
 Internal Address: BAKER & HOSTETLER LLP

Street Address: Washington Square, Suite 1100
 1050 Connecticut Avenue, N.W

City: Washington State: DC Zip: 20036-5304

6. Total number of applications and registrations involved:..... 5

7. Total fee (37 CFR 3.41)..... \$140
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-20-36
 Atty. Dkt. No.: 87226.1004

(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.

Ellen K. Burke April 20, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

04/28/2004 ED00PER 0000009 76510298
 01 FD:8521 40.00 BP
 02 FD:8522 100.00 BP

ASSIGNMENT

WHEREAS, Gilcrest Equipment Company, a Missouri corporation, having an address of 618 N. Enterprise Drive Warrensburg, MO 64093, ("Assignor") owns the entire right, title and interest in and to the following trade names, service marks, trademarks and registrations/applications set forth below (hereinafter "Assignor's Trademarks");

BLEEDORANGE	U.S. Application Serial No. 76/510,298	Filed 04/29/2003
UNIMAT	U.S. Application Serial No. 76/355,780	Filed 01/07/2002
PROTACK	U.S. Registration No. 2,568,436	Registered 05/07/2002

AND WHEREAS, Compaction America, Inc., a Delaware corporation, having an address of 2000 Kentville Road Kewanee, IL 61443, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid trademarks to be assigned by its duly authorized officer.

Gilcrest Equipment Company

By: James M. Gilcrest

Name: James M. Gilcrest

Title: President

Date: December 30, 2003

ASSIGNMENT

WHEREAS, Gilcrest Propaver Inc., a corporation organized and existing under the laws of Missouri, having a place of business 306 East Second Street, Holden, Missouri 64040, ("Assignor"), owns the entire right, title and interest in and to the following trade names, service marks, trademarks and registrations/applications set forth below (hereinafter "Assignor's Trademarks");

PROPAVER	U.S. Registration No. 2,075,831	Registered 07/01/1997
PROPAVER NEW MILLENIUM	U.S. Registration No. 2,567,695	Registered 05/07/2002

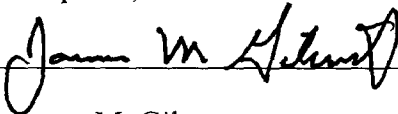
AND WHEREAS, Compaction America, Inc., a Delaware corporation, having an address of 2000 Kentville Road Kewanee, IL 61443, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the Assignor's Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, the entire right, title and interest in and to Assignor's Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; together with all claims for damages by reason of past infringement of the Assignor's Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

IN TESTIMONY WHEREOF, Assignor has caused the aforesaid trademarks to be assigned by its duly authorized officer.

Gilcrest Propaver, Inc.

By: 

Name: James M. Gilcrest

Title: President

Date: December 30, 2003