

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
Samuel Bingham Company		03/09/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Samuel Bingham Enterprises, Inc.
Street Address:	127 East Lake Street
Internal Address:	Suite 203
City:	Bloomingtondale
State/Country:	ILLINOIS
Postal Code:	60108
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2368878	ULTRAEELITE
Registration Number:	2368877	HYDROELITE

CORRESPONDENCE DATA	
Fax Number:	(317)715-4557
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3177133500
Email:	shale@sommerbarnard.com
Correspondent Name:	Stephanie A. Hale
Address Line 1:	One Indiana Square
Address Line 2:	Suite 3500
Address Line 4:	Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	88831/8674
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NAME OF SUBMITTER:	Stephanie A. Hale
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Total Attachments: 3
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CH \$65.00 2368878

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source=Exhibit A (p.2)#page1.tif

TRADEMARK ASSIGNMENT

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SAMUEL BINGHAM COMPANY, a Delaware corporation having its principal place of business at 1515 Galloway Drive, Inverness, Illinois 60010 USA (Assignor) hereby assigns, sells, transfers and conveys, effective as of March 9, 2000, to SAMUEL BINGHAM ENTERPRISES, INC., an Indiana corporation having its principal place of business at 127 East Lake Street, Suite 203, Bloomingdale, Illinois 60108, USA (Assignee), its successors and assigns, the entire rights, title, and interests in and to the trademarks, the applications for registration and registrations thereof set forth in Exhibit A attached hereto, and the goodwill of the business in which the marks are used, together with all claims for damages by reason of infringement, occurring on or after the date hereof, with the right to sue for, and collect the same for, Assignee's own use and benefit, and for the use and benefit of Assignee's successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by a duly authorized officer this 9th day of March, 2000.

SAMUEL BINGHAM COMPANY
(Assignor)

By: Larry W. Ekstrom
Larry W. Ekstrom, President

E.H. b. J.A

SCHEDULE 3.12

INTELLECTUAL PROPERTY

I. Trademarks

<u>U.S. Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
Flex Spreader	1,082,290	01/17/98 Renewed - 03/23/98 for 10 years until 1/17/08
Bingham with Design	1,345,614	Renewal 07/02/85 Due - 07/02/05
Bingham	1,381,040	02/04/86 Renewed - 02/04/06
Centurion	1,268,513	02/28/84 Renewed - 02/28/04
99	1,267,703	02/21/84 Renewed - 02/21/04
Comet	1,266,167	02/07/84 Renewed - 02/07/04
Aquasist	1,189,747	02/16/82 Renewed - 02/16/02
Nu-Clear	1,088,534	04/04/78 Renewed - 05/14/98 For 10 years until 4/4/08
Bingham	875,073	08/19/69 Renewed - 12/26/89 for 20 years until 8/29/09
Ultraelite Hydroelite Centurionelite	Case No. 165 T 013* Case No. 165 T 014* **	

<u>U.S. Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico		
Bingham	136,749	In force until 2/21/02
Bingham of Arizona		

II. Patent

<u>Patent Number</u>	<u>Issue Date</u>
4,492,012	01/08/85
	Expires - 1/13/02

- * Application prepared for filing in U.S. Patent and Trademark Office.
- ** Original application rejected by U.S. Patent and Trademark Office on formal grounds; mark is no longer in use, and no application is pending.