

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		12/31/2004	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Ramsey Winch Company		
Street Address:	1600 N. Garnett Road		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74116		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1692434	WONDERWINCH	
Registration Number:	2208070	E	
Registration Number:	1360150	RAM-LOK	
Registration Number:	1392955	RAMSEY	
Registration Number:	1437732	RAMSEY	
Registration Number:	1362930	DOW-LOK	
CORRESPONDENCE DATA			
Fax Number:	(214)939-6100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-939-5804		
Email:	nealk@hughesluce.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		

CH \$165.00 1692434

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	01/07/2005
Total Attachments: 7 source=rw_relea#page1.tif source=rw_relea#page2.tif source=rw_relea#page3.tif source=rw_relea#page4.tif source=rw_relea#page5.tif source=rw_relea#page6.tif source=rw_relea#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(Ramsey Winch Company)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on December 31, 2004 between Canadian Imperial Bank of Commerce, as agent for the Lenders (in such capacity, "Agent"), and Ramsey Winch Company ("Assignee").

WHEREAS, Canadian Imperial Bank of Commerce ("CIBC") is the agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 23, 1999, as amended (the "Credit Agreement"), among Ramsey Industries, Inc. (as successor to Ramsey Acquisition Corp.), the Lenders, CIBC World Markets Corp., as lead arranger and bookrunner, CIBC, as issuer of certain letters of credit, Agent and Dresdner Bank AG, New York Branch, as syndication agent;

WHEREAS, in connection with the Credit Agreement, Agent and Assignee entered into that certain Ramsey Winch Intellectual Property Security Agreement, dated as of November 23, 1999 (the "IP Security Agreement"; and each capitalized term used but not otherwise defined herein has the meaning given to such term in the IP Security Agreement), pursuant to which, among other things, Assignee granted to Agent a security interest in the Trademarks, the Licenses and the Patents (the Patents, the Licenses and the Trademarks, together with the goodwill of the business to which they relate, are collectively referred to herein as the "Intellectual Property");

WHEREAS, the Credit Agreement and the Security Agreements have been terminated (other than certain rights and obligations which survive such termination pursuant to the terms of the Credit Agreement and the Security Agreements); and

WHEREAS, this Agreement is being executed and delivered pursuant to Sections 7 and 18 of the IP Security Agreement in order to evidence and confirm the termination of Agent's security interest in the Intellectual Property and reassign the Intellectual Property to Assignee.

NOW, THEREFORE, the parties agree:

1. Agent hereby acknowledges the termination of the IP Security Agreement in accordance with its terms and the termination of the security interest in the Intellectual Property created thereby.

2. Agent hereby grants, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for the use and enjoyment of Assignee and its successors and assigns forever, all of Agent's right, title and interest in, to and under the Intellectual Property, including, without limitation, (a) the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents and patent applications listed on Schedule A hereto and (b) the patent license agreements, trademark license agreements and service mark license agreements listed on Schedule B hereto.

3. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without regard to conflict of law provisions (other than Section 5-1401 of the General Obligations Law of the State of New York)).

4. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[signature page follows]

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: *Ron Spitzer*
Name: *Ron Spitzer*
Title: *Auth. Signatory*

STATE OF *New York*)
COUNTY OF *New York*) SS

On the *28th* day of *December*, 200*4*, before me, *PATRICIA O'HARA*, personally appeared *RON SPITZER*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted executed the instrument.

WITNESS my hand and official seal.

Patricia O'Hara

Notary Public in and for said
County and State

[SEAL]

PATRICIA OHARA
Notary Public, State of New York
No. 01OH5084561
Qualified in New York County
Commission Expires September 8, 2005

[IP Assignment Agreement (Ramsey Winch)]

TRADEMARK
REEL: 003004 FRAME: 0838

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

RAMSEY WINCH COMPANY

By: [Signature]
Name: Bruce Barron
Title: EVP

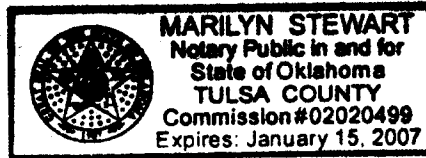
STATE OF Oklahoma)
) SS
COUNTY OF Tulsa)

On the 29 day of December, 2004, before me, Marilyn Stewart, personally appeared Bruce Barron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted executed the instrument.

WITNESS my hand and official seal.

Marilyn Stewart
Notary Public in and for said
County and State

[SEAL]



[IP Assignment Agreement (Ramsey Winch)]

Schedule A
to
Intellectual Property Assignment Agreement (Ramsey Winch)

United States Trademark Applications - None.

United States Trademarks

<u>Registration No.</u>	<u>Mark</u>	<u>Date Registered</u>	<u>Goods and Services</u>
1,692,434	Wonderwinch	June 9, 1999	Motor Driven Winches
2,208,070	Ramsey Pro Plus	November 24, 1998	Vehicle Winches
1,360,150	Ram-Lok	September 17, 1985	Winch Clutches
1,392,955	Ramsey and Design	May 13, 1986	Winches Speed Reduction Gear Drives, etc.
1,437,732	Ramsey	April 28, 1987	Winches Speed Reduction Gear Drives, etc.
1,362,930*	Dow-Lok*	October 1, 1985	Winch Clutches

* This trademark is subject to that certain Trademark Coexistence Agreement, effective August 20, 1985, between The Dow Chemical Company and Ramsey Winch Company.

United States Patent Applications - None.

United States Patents

<u>Registration No.</u>	<u>Date Issued</u>	<u>Description</u>
4,3798,502	April 12, 1983	Winch Clutch
4,396,102	August 2, 1983	Locking Clutch Assembly in a winch
5,072,962	December 17, 1991	Front/Rear Mounted Portable Load-bearing winch

Non-U.S. Trademark Applications - None.

Non-U.S. Trademarks

<u>Reg. No. (Country)</u>	<u>Mark</u>	<u>Date Registered</u>	<u>Goods and Services</u>
TMA 417536 (Canada)	Wonderwinch	October 1, 1993	Motor Driven Winches

Non-U.S. Patent Applications - None.

Schedule A to IP Assignment Agreement (Ramsey Winch)

Non-U.S. Patents

<u>Reg. No. (Country)</u>	<u>Date Issued</u>	<u>Description</u>
540929 (Australia)	December 6, 1984	Winch Clutch
8280033 (Australia)	July 20, 1982	Winch Clutch
8108880 (Brazil)	October 13, 1982	Winch Clutch
1157004 (Canada)	November 15, 1983	Winch Clutch
8125759 (Italy)	December 22, 1981	Winch Clutch
1167524 (Italy)	May 13, 1987	Winch Clutch
89043173 (Japan)	September 19, 1989	Winch Clutch
58500259 (Japan)	February 17, 1983	Winch Clutch
8202409 (Norway)	September 20, 1982	Winch Clutch

Schedule B
to
Intellectual Property Assignment Agreement (Ramsey Winch)

1. License Agreement, dated November 7, 1990, between Ramsey Winch Company as Licensee and D M Tech as Licensor.

Schedule B to IP Assignment Agreement (Ramsey Winch)