

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlisle Construction Co., Inc.		07/01/1999	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Carlisle Equipment Group, L.P.		
Street Address:	1225 Washington Pike		
City:	Bridgeville		
State/Country:	PENNSYLVANIA		
Postal Code:	15017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2290920	CARLISLE	
Registration Number:	2292186	CARLISLE	
Registration Number:	2291104	CARLISLE CRANES CONSTRUCTION EQUIPMENT EXCAVATING MARINE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(412)281-6622		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-454-0236		
Email:	tmaier@williamscolson.com		
Correspondent Name:	Tracey L. Maier		
Address Line 1:	15th Floor, Two Chatham Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Tracey L. Maier		
Signature:	/tracey maier/		

OP \$90.00 2290920

Date:

02/02/2005

Total Attachments: 3

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[EXECUTION COPY]

BILL OF SALE, CONVEYANCE, ASSIGNMENT AND POWER OF ATTORNEY

THIS BILL OF SALE, CONVEYANCE, ASSIGNMENT AND POWER OF ATTORNEY (this "Instrument"), dated as of July 1, 1999, is made by and between Carlisle Construction Co., Inc., a Kentucky corporation, Carlisle Equipment, LLC, a Kentucky limited liability company, Carlisle Excavating, LLC, a Kentucky limited liability company, Greater Cincinnati Marine, LLC, a Kentucky limited liability company and Morehead Marine, LLC (collectively, the "Sellers") and Carlisle Equipment Group, L.P., a Delaware limited partnership (the "Purchaser") and delivered pursuant to, and subject to the terms of, the Asset Purchase Agreement (the "Purchase Agreement"), dated on or about June 30, 1999, by and among the Sellers, the current owners of the Sellers and the Purchaser. Capitalized terms not otherwise defined in this Instrument shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, the Purchaser has agreed to purchase from the Sellers all of the Acquired Assets pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the Purchaser and the Sellers each hereby agree as follows:

1. The Sellers do hereby convey, sell, transfer, assign and deliver to the Purchaser all of the Acquired Assets. The Sellers hereby warrant and confirm to the Purchaser that: (i) the Sellers have good right to convey all of the Acquired Assets and (ii) that the Acquired Assets herein conveyed are free and unencumbered, except as provided in the Purchase Agreement. The Sellers covenant and bind their successors and assigns to warrant and defend the title to the Acquired Assets to the Purchaser, its successors and assigns, forever, against the lawful claims of all persons. Notwithstanding anything contained herein, the Sellers will retain and not transfer, and the Purchaser will not purchase or acquire, the Excluded Assets.

2. At any time or from time to time after the date hereof, at the Purchaser's request and without further consideration, the Sellers shall execute and deliver to the Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to the Purchaser, and to confirm the Purchaser's title to, all of the Acquired Assets, and, to the full extent permitted by law, to put the Purchaser in actual possession and operating control of the Acquired Assets and to assist the Purchaser in exercising all rights with respect thereto.

3. This Instrument shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law provision (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

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4. To protect and more fully assure the right, interest and title of the Purchaser in and to the Acquired Assets sold, conveyed, assigned, granted, transferred and delivered hereunder, the Sellers hereby irrevocably and unconditionally constitute and appoint the Purchaser, its successors and assigns, as the Sellers' true and lawful agent, representative and attorney-in-fact with full power of substitution in the name of the Purchaser or in the name of the Sellers but on behalf of and for the benefit of the Purchaser and at the Purchaser's expense, to collect for the account of the Purchaser all receivables and all other items sold and transferred to the Purchaser as provided herein; to institute and prosecute, in the name of each of the Sellers or otherwise, all proceedings which the Purchaser may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Acquired Assets; to defend and compromise any and all actions, suits or proceedings in respect of any of the Acquired Assets; and to do all such acts and things in relation thereto as the Purchaser shall deem advisable. The Sellers agree that the foregoing powers are coupled with an interest and shall be irrevocable by the Sellers and unaffected by its dissolution or in any manner or for any reason. The Sellers further agree that the Purchaser shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as interest in respect thereof, and the Sellers agree to pay to the Purchaser, when received, any amounts which shall be received by the Sellers in respect to any receivable or other assets or properties sold to the Purchaser as provided herein.

5. This Instrument is executed and delivered pursuant to the Purchase Agreement. This Instrument shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Instrument, the Purchase Agreement shall control.

6. This Instrument may be executed in one or more counterparts, all of which shall be considered one and the same Instrument, and shall become effective when one or more of such counterparts have been signed by each of the parties and delivered to the other party.

* * * * *

IN WITNESS WHEREOF, this Instrument is duly executed and delivered as of the day and year first above written.

PURCHASER:

CARLISLE EQUIPMENT GROUP, L.P.

By: [Signature]

Its: _____

SELLERS:

CARLISLE CONSTRUCTION CO., INC.

By: Wayne Carlisle

Its: President

CARLISLE EQUIPMENT, LLC

By: Wayne Carlisle

Its: President

CARLISLE EXCAVATING, LLC

By: Wayne Carlisle

Its: President

GREATER CINCINNATI MARINE, LLC

By: Wayne Carlisle

Its: President

MOREHEAD MARINE, LLC

By: Wayne Carlisle

Its: President