

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
McLaughlin Boring Systems, Inc.		01/11/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	McLaughlin Group, Inc.
Street Address:	2006 Perimeter Road
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29605
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2017130	MCLAUGHLIN
Registration Number:	2017129	MCLAUGHLIN BORING SYSTEMS
Registration Number:	2015065	MCLAUGHLIN BORING SYSTEMS
Registration Number:	2015064	MIGHTY MOLE
Registration Number:	897343	MIGHTY MOLE
Registration Number:	2015066	HOLE HAMMER
Registration Number:	1981019	HOLE HAMMER
Registration Number:	2287780	VERSA-MOLE
Registration Number:	2018853	VERIFIER

CORRESPONDENCE DATA

Fax Number: (864)240-2477
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8642402453
 Email: tepting@lwtm.com, bballew@lwtm.com

CH \$240.00 2017130

Correspondent Name: Thomas W. Epting
Address Line 1: P.O. Box 87
Address Line 4: Greenville, SOUTH CAROLINA 29602

NAME OF SUBMITTER:	Thomas W. Epting
Signature:	/Thomas W. Epting/
Date:	09/15/2005

Total Attachments: 3
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Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 11th day of January, 2005, by McLaughlin Boring Systems, Inc., an Illinois corporation ("Assignor"), to McLaughlin Group, Inc., a South Carolina corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Assignment and Assumption of Rights agreement dated as of even date (the "Assignment"), pursuant to which Assignor has agreed to assign to Assignee and Assignee has agreed to assume from Assignor all of Assignor's rights and obligations under that certain Asset and Operating Business Purchase Agreement entered into by and between Assignor and McLaughlin Manufacturing Company, a Delaware corporation, of even date herewith (the "Agreement"), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Assignment, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Assignment, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trade-marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

McLaughlin Boring Systems, Inc.

By: *David J. Musmolis*
Name: David J. Musmolis
Title: President

[SEAL]

State of South Carolina)
County of Greenville)

On this 11th day of January, 2005, before me, Frank C. Williams III, personally appeared David J. Harmon, of Melampy Co. Bldg. System, 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Frank C. Williams III _____ (SEAL)
Notary Public for South Carolina
My commission expires: May 23, 2003

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
McLaughlin	2017130	11/19/96
McLaughlin Boring Systems	2017129	11/19/96
McLaughlin Boring Systems (and design)	2015065	11/12/96
Mighty Mole (and design)	2015064	11/12/96
Mighty Mole (Stylized)	897343	8/25/70
Hole Hammer (and design)	2015066	11/12/96
Hole Hammer	1981019	6/18/96
Versa-Mole	2287780	10/19/99
Verifier	2018853	11/26/96
Vacuum Source	2452733	5/22/01
Vaxcavator	2475180	8/7/01