

Form PTO-1594 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): APW, Ltd.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Bermuda corporation</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Mayville Products Corporation</u> Internal _____ Address: _____ Street Address: <u>403 Degner Avenue</u> City: <u>Mayville</u> State: <u>Wisconsin</u> Country: <u>United States</u> Zip: <u>53050</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Wisconsin</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>October 28, 2005</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>78/369,613 and 78/354,786</u></p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>Stantron and Cab Cad</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Peter J. Faust</u> Internal Address: <u>O'Neil, Cannon, Hollman, DeJong, S.C.</u> _____ Street Address: <u>111 East Wisconsin Avenue, Suite 1400</u> _____ City: <u>Milwaukee</u> State: <u>Wisconsin</u> Zip: <u>53202</u> Phone Number: <u>(414) 276-5000</u> Fax Number: <u>(414) 276-6581</u> Email Address: <u>Pete.Faust@wilaw.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>0967</u> Expiration Date <u>08/08</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u><i>Peter J. Faust</i></u> <u>10/31/05</u> Signature Date</p> <p style="text-align: center;">Peter J. Faust Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 4</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Assignment is made effective as of October 28, 2005, by APW Ltd., a Bermuda corporation ("Assignor") having its principal place of business at 2 Church Street, Hamilton, Bermuda HM CX, for the benefit of Mayville Products Corporation, a Wisconsin corporation ("Assignee") having its principal place of business at 403 Degner Avenue, Mayville, Wisconsin 53050.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to U.S. Trademark Applications Serial No. 78/369,613 and Serial No. 78/354,786, both of which are now pending in the U.S. Patent and Trademark Office and filed on February 18, 2004, and January 21, 2004, respectively (the "Applications") and the corresponding trademarks STANTRON and CAB CAD (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks and the Applications and the goodwill of the business in connection with which the Trademarks and the Applications are used; and

WHEREAS, Assignee is the successor to that portion of the business of Assignor to which the Trademarks and the Applications pertain;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks and the Applications and the goodwill of the business symbolized by the Trademarks and the Applications and in connection with which the Trademarks are used, and all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks or the Applications arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks and the Applications assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

Assignor and Assignee acknowledge that Assignee is the successor to that portion of the business of Assignor to which the Trademarks and the Applications pertain.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

APW Ltd.

By: Rhonda Matschke

Name: RHONDA MATSCHKE

Title: VICE PRESIDENT

STATE OF WISCONSIN)
WAUKESHA) ss
MILWAUKEE COUNTY)

RHONDA MATSCHKE, known to me to be the VICE PRESIDENT of APW Ltd., personally appeared before me this 27th day of October, 2005, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of APW Ltd. and pursuant to authority duly received.

Mary J Greeley
Notary Public
State of Wisconsin
My Commission is permanent/expires: 1/9/2009

