

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polar Kraft Manufacturing, Co.		05/05/2006	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Godfrey Conveyor Company, Inc.		
<b>Doing Business As:</b>	DBA Godfrey Marine		
<b>Street Address:</b>	4500 Middlebury Street		
<b>City:</b>	Elkhart		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46515		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2356713	POLAR KRAFT	
Registration Number:	1797719	BASS AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(574)236-2839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	574-234-3900		
<b>Email:</b>	jhall@bhlawyers.net		
<b>Correspondent Name:</b>	JAMES D. HALL		
<b>Address Line 1:</b>	105 E. JEFFERSON BLVD., STE. 400		
<b>Address Line 4:</b>	SOUTH BEND, INDIANA 46601-1913		
<b>ATTORNEY DOCKET NUMBER:</b>	152-009; 152-010		
<b>NAME OF SUBMITTER:</b>	James D. Hall		
<b>Signature:</b>	/James D. Hall/		

OP \$65.00 2356713

Date:

07/14/2006

Total Attachments: 2

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## ASSIGNMENT

WHEREAS, **Polar Kraft Manufacturing Co.**, a corporation of the State of Tennessee, with its principal place of business at SU-1500, 1 Memphis Place, 200 Jefferson Avenue, Memphis, TN 38173-0020 ("Assignor"), is the owner of the entire right, title and interest in and to the trademark **POLAR KRAFT**, registered with the United States Patent and Trademark Office under Registration No. 2,356,713 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, **The Godfrey Conveyor Company, Inc. d/b/a Godfrey Marine**, a corporation of the State of Indiana, with its principal place of business at 4500 Middlebury Street, Elkhart, Indiana 46515 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and its associated Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark, and all of Assignor's right, title and interest therein;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

Power to Insert. The undersigned hereby grant(s) the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

**POLAR KRAFT MANUFACTURING CO.**

5-5-06  
DATE

By: Lance Erlick

Name: LANCE ERLICK Title: CFO

## ASSIGNMENT

WHEREAS, **Polar Kraft Manufacturing Co.**, a corporation of the State of Tennessee, with its principal place of business at SU-1500, 1 Memphis Place, 200 Jefferson Avenue, Memphis, TN 38173-0020 ("Assignor"), is the owner of the entire right, title and interest in and to the trademark **BASS AMERICA**, registered with the United States Patent and Trademark Office under Registration No. 1,797,719 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, **The Godfrey Conveyor Company, Inc. d/b/a Godfrey Marine**, a corporation of the State of Indiana, with its principal place of business at 4500 Middlebury Street, Elkhart, Indiana 46515 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Mark and its associated Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark, and all of Assignor's right, title and interest therein;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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