

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
McCann's Engineering & Mfg. Co.		05/26/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEMC Acquisition, LLC		
<b>Street Address:</b>	2400 South 44th Street		
<b>Internal Address:</b>	c/o The Manitowoc Company, Inc.		
<b>City:</b>	Manitowoc		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54220		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2898810	CAN QUALITY IN A CUP!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-271-2400		
<b>Email:</b>	ptomailmilwaukee@foley.com		
<b>Correspondent Name:</b>	Adam M. Gustafson		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	031529-0132		
<b>NAME OF SUBMITTER:</b>	Julie A. Murphy		
<b>Signature:</b>	/JULIE A. MURPHY/		
<b>Date:</b>	08/25/2006		

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Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK AND  
TRADEMARK REGISTRATION RIGHTS**

**WHEREAS**, McCann's Engineering & Mfg. Co., a California corporation ("McCann's U.S."), is the owner of the trademark applications and registrations set forth on Exhibit A attached hereto (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and McCann's U.S. or its predecessors in interest has adopted, has used and is using the Registered Trademarks; and

**WHEREAS**, MEMC Acquisition, LLC, a California limited liability company ("Buyer"), has agreed to acquire (a) all of McCann's U.S.'s right, title and interest in and to the Registered Trademarks and (b) all of McCann's U.S.'s common law trademarks, service marks and trade names that are "Company Trade Rights" that constitute McCann's U.S. Assets under that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, among Buyer, McCann's U.S., McCann's de Mexico, S.A. de C.V., a Mexican company ("McCann's Mexico"), and the shareholders of McCann's U.S. and McCann's Mexico (such common law marks and the Registered Trademarks are collectively referred to herein as the "Trademarks"), and McCann's U.S. has agreed to transfer to Buyer all of McCann's U.S.'s right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, McCann's U.S. hereby sells, assigns and transfers to Buyer, its successors and assigns, McCann's U.S.'s entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that McCann's U.S. (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by McCann's U.S. if this assignment and sale had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon McCann's U.S., its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

[The next page is the signature page.]

IN TESTIMONY WHEREOF, McCann's U.S. have caused its duly authorized officer to execute and deliver this instrument as of May 26, 2006.

MCCANN'S ENGINEERING & MFG.CO.

By: Andrew J. Nelson  
Name: Andrew J. Nelson  
Title: President - Director

State of Calif )  
County of San Angeles ) SS.

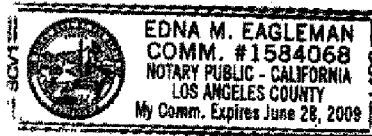
Before me, a notary of the state and county aforesaid, personally appeared Andrew J. Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that is a duly elected, qualified and acting officer of McCann's Engineering & Mfg. Co. and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this \_\_\_\_ day of May 26, 2006.

(Seal)

Edna M. Eaglemore  
Notary Public

My Commission Expires: June 28, 2009



**EXHIBIT A**

<b>Trademark Number</b>	<b>Date</b>	<b>Trademark</b>
2898810	11-02-04	"CAN QUALITY IN A CUP"