

**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>
The Hennegan Company		01/31/2007	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Consolidated Hennegan Company		
<b>Street Address:</b>	5858 Westheimer		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77057		
<b>Entity Type:</b>	CORPORATION: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2633274	MICROTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)650-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-650-2748		
<b>Email:</b>	rpatel@winstead.com		
<b>Correspondent Name:</b>	Rajesh D. Patel		
<b>Address Line 1:</b>	919 Milam Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	Rajesh D. Patel		
<b>Signature:</b>	/Rajesh D. Patel/		
<b>Date:</b>	02/06/2007		

OP \$40.00 2633274

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated as of January 31, 2007, is made by and between The Hennegan Company, an Ohio corporation (hereinafter referred to as "Assignor"), having an address of 7455 Empire Drive, Florence, Kentucky 41042 and Consolidated Hennegan Company, a Kentucky corporation (hereinafter referred to as "Assignee"), having a business address of 5858 Westheimer, Suite 200, Houston, Texas 77057.

WHEREAS, the Assignor owns all rights, title and interest to certain Trademarks (hereinafter "Trademarks"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, the Assignee is desirous of acquiring the worldwide right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.
2. Subject to the limitations and thresholds of the Purchase Agreement, Assignor represents and warrants that it is the sole and true owner of the Trademarks.
3. Subject to the terms of the Purchase Agreement, Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the Trademarks hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.
4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent or Assignor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

**Assignor:**

THE HENNEGAN COMPANY,  
an Ohio corporation

By: Kevin D. Ott  
Name: Kevin D. Ott  
Title: VICE PRESIDENT AND SECRETARY

**Assignee:**

CONSOLIDATED HENNEGAN COMPANY,  
a Kentucky corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK  
REEL: 003475 FRAME: 0967

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

Assignor:

THE HENNEGAN COMPANY,  
an Ohio corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee:

CONSOLIDATED HENNEGAN COMPANY,  
a Kentucky corporation

By: Joe R. Davis

Name: Joe R. Davis

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A**  
**REGISTRATIONS**

<u>MARK</u>	<u>COUNTRY/STATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>APP. NO.</u>
MICROTONE	United States	2,633,274	10/08/2002	76/324,852