

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011(exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Our File: 1234.100
ID #103373598

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Trak International, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Volvo Construction Equipment Holding Sweden AB</u> Internal Address: _____</p> <p>Street Address: <u>Dept. 60, VGHQ, SE 405</u> <u>08 Göteborg, SWEDEN</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <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>Swedish Corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other pages 1, 4, 29 & Sec. 2.1(a) of Disclosure Schedule of Asset Purchase Agreement</p> <p>Execution Date: _____</p>	

<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td data-bbox="51 934 755 1060"> <p>A. Trademark Application No.(s)</p> </td> <td data-bbox="755 934 1552 1060"> <p>B. Trademark Registration No.(s) 2,339,753 1,537,935</p> </td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,339,753 1,537,935</p>
<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,339,753 1,537,935</p>		

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>John R. Hlavka</u></p> <p>Internal Address: <u>Tarolli, Sundheim, Covell</u> <u>& Tummino L.L.P.</u></p> <p>Street Address: <u>1300 E. 9th Street - Suite 1700</u></p> <p>City: <u>Cleveland</u> State: <u>Ohio</u> ZIP: <u>44114-1400</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....<u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Previously charged via PTO-2038 on February 12, 2007</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> PTO-2038 authorizing credit card payment</p> <p>8. Deposit Account number:</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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<p>9. Statement and signature.</p>	
<p>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p>	
<p><u>John R. Hlavka</u> Name of Person Signing Reg. No.: 29,076</p>	<p><u>John R. Hlavka</u> Signature March 23, 2007 Date Total Number of pages including cover sheet, attachments, and document 8</p>

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011(exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Our File: 1234.100

To the Honorable Commissioner of Patents and Trademarks, Washington, DC 20514-0001 103373598 attached original documents or copy thereof.

1. Name of conveying party(ies): Trak International, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Volvo Construction Equipment Holding Sweden AB Internal Address: Street Address: Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Swedish Corporation

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other pages 1, 4, 29 & Sec. 2.1(a) of Disclosure Schedule of Asset Purchase Agreement Execution Date: December 19, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,339,753 1,537,935 Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John R. Hlavka Internal Address: Tarolli, Sundheim, Covell & Tummino L.L.P. Street Address: 1300 E. 9th Street - Suite 1700 City: Cleveland State: Ohio ZIP: 44114-1400

7. Total fee (37 CFR 3.41).....\$40.00 Enclosed Authorized to be charged to deposit account PTO-2038 authorizing credit card payment 8. Deposit Account number: (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. John R. Hlavka Signature Date: February 12, 2007 Name of Person Signing Date Total Number of pages including cover sheet, attachments, and document 1

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

ASSET PURCHASE AGREEMENT

DATED AS OF DECEMBER 19, 2001

AMONG

TRAK INTERNATIONAL, INC.,

VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC.,

VOLVO CONSTRUCTION EQUIPMENT HOLDING SWEDEN AB

AND

TEXTRON INC.

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"**Taxes**," and individually, "**Tax**," means all federal, state, local and foreign income taxes (including any tax on or based upon net income, or gross income, or income as specially defined, or earnings, or profits, or selected items of income, earnings or profits) and all gross receipts, sales, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property or windfall profits taxes, real property tax, alternative or add-on minimum taxes, customs duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by any federal, state, local or foreign governmental authority.

"**Tax Return**" means returns, reports, information statements and other documentation (including any additional or supporting materials) filed, or required to be filed, in connection with the calculation, determination, assessment or collection of any Tax, including any amended returns.

"**Trademarks**" shall include any word, name, symbol, color, designation or device or any combination thereof, including any United States registered or pending trademark, trade dress, service mark, service name, trade name, brand name, logo or business symbol and any foreign or international equivalent of any of the foregoing, and all goodwill associated therewith.

ARTICLE 2

TRANSFER OF ASSETS

SECTION 2.1. Transfer of Assets by Seller.

(a) Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations, warranties and agreements herein set forth, Seller shall sell, convey, transfer and assign to VCE Sweden, and VCE Sweden shall purchase from Seller, on the Closing Date (as defined in Section 2.5), free and clear of all Liens, other than Permitted Liens, all of Seller's right, title and interest in and to all of the following assets (together with the assets described in Section 2.1(b), collectively the "**Transferred Assets**"):

(i) all Intellectual Property necessary for and used in the Business, including the Intellectual Property described in Section 2.1(a) of the Disclosure Schedule (the "**Disclosure Schedule**") delivered by Seller to Buyers in connection with this Agreement (the "**Assigned Intellectual Property**"); *provided, however*, that the parties acknowledge and agree that the only Patents and Trademarks being sold, conveyed, transferred and assigned to VCE Sweden are those set forth in Section 2.1(a) of the Disclosure Schedule;

(ii) copies of all existing information, price lists, customer lists, identification of suppliers, sales literature, marketing reports, development plans (if any) and other commercial materials relating exclusively to the Business; copies of all sales data and other information relating to selling and providing the services relating exclusively to the Business; copies of the accounting information relating exclusively to the Business that was provided to representatives of Buyers in the data room established in connection with the transactions contemplated hereby; *provided* that to the extent that

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(b) to insure the Tooling, either through self-insurance or with a reputable insurance carrier, in either case in an amount sufficient to protect Buyers from any partial or complete loss of the Tooling.

SECTION 6.12. SCAT TRAK License. Notwithstanding anything in this Agreement to the contrary, upon acquiring the SCAT TRAK trademark pursuant to Section 2.1 of this Agreement, Buyers hereby grant Seller a non-exclusive, irrevocable, royalty-free, fully-paid, worldwide, sub-licensable license to the trademark "SCAT TRAK" solely for the purposes of marketing and selling any (i) SCAT TRAK Loaders in Seller's inventory on the date hereof, SCAT TRAK Loaders built by Seller after the date hereof pursuant to Section 6.10 above, and any SCAT TRAK Loaders not purchased by VCE North America on the Subsequent Machine Closing Date (including, without limitation, any SCAT TRAK Loaders that have been returned to Seller by a dealer or distributor, whether before or after the Subsequent Machine Closing Date), (ii) SCAT TRAK Loaders in the Non-North American/European Inventory and (iii) the SCAT TRAK mini-excavators in Seller's inventory on the date hereof or returned to Seller's inventory after the date hereof by a dealer or distributor; *provided*, that Seller must obtain Buyers' written consent, which shall not be unreasonably withheld, in order to sub-license the SCAT TRAK trademark.

SECTION 6.13. Loader Inventory. The parties acknowledge and agree that (a) VCE North America desires to purchase the completed Loaders and the related components set forth in Section 6.13(a) of the Disclosure Schedule and (b) as of the Closing, Seller does not have all of such Loaders and components available in its inventory stock. Seller represents and warrants that, of the Loaders and components described in Section 6.13(a) of the Disclosure Schedule, only those listed on Section 6.13(b) of the Disclosure Schedule are available in Seller's inventory stock as of the Closing. During the three-week period following the Closing Date, the parties shall use reasonable efforts to determine exactly which completed Loaders and related components (the "**Loader Inventory**") Seller shall sell, convey, transfer and assign to VCE North America, and VCE North America shall purchase from Seller, free and clear of all Liens, other than Permitted Liens. The Loader Inventory shall be sold, conveyed, transferred and assigned to VCE North America hereunder "as is, where is" at the conclusion of such three-week period. The purchase price for the Loader Inventory (the "**Loader Inventory Purchase Price**") shall equal the sum of (x) 50% of the aggregate net book value of all portions of the Loader Inventory listed in Section 6.13(b) of the Disclosure Schedule and (y) 100% of Seller's total, actual cost of acquiring and/or manufacturing the portions of the Loader Inventory not listed in Section 6.13(b) of the Disclosure Schedule, unless such Loader Inventory was in Seller's inventory on the date hereof but was inadvertently omitted from Section 6.13(b) of the Disclosure Schedule, in which case the purchase price for any such omitted Loader Inventory shall be 50% of its aggregate net book value.

ARTICLE 7

CONDITIONS TO CLOSING

SECTION 7.1. Conditions to Each Party's Obligations to Closing. The respective obligations of each party hereto to effect the transactions contemplated by this Agreement are

**ASSET PURCHASE AGREEMENT
DATED AS OF DECEMBER 19, 2001
AMONG**

**TRAK INTERNATIONAL, INC.,
VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC.,
VOLVO CONSTRUCTION EQUIPMENT HOLDING SWEDEN AB
AND
TEXTRON INC.**

Section 2.1(a) of Disclosure Schedule

Assigned Intellectual Property

Assigned Intellectual Property

TRAK INTERNATIONAL, INC.

Trademarks

Mark	Country	Number	Reg. Date	Status
Scat Trak	US	2,339,753	11 Apr. 2000	Registered. This is related to the mini-excavator line only.
Scat Trak	US	1,537,935	9 May 1989	Registered. This is related to the skid steer loader line only.
Scat Trak	Argentina			ABANDONED- Applies only to the mini-

Scat Trak	Australia	772,626	5 Nov. 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Brazil	821,066,501	4 Sept. 2001	REGISTERED Applies only to the mini- excavator line.
Scat Trak	Canada	889,711		Pending. Applies only to the mini- excavator line.
Scat Trak	Costa Rica	113,507	3 May 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	EC	927,228	21 Dec. 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Hungary	156,829	21 June 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Israel	122,329	9 Sept. 1999	Registered. Applies only to the mini-

				excavator line.
Scat Trak	Japan	4,334,666	12 Nov. 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Mexico	596,622	14 Dec. 1998	Registered. Applies only to the mini- excavator line.
Scat Trak	New Zealand	297,932	17 March 1998	Registered. Applies only to the mini- excavator line.
Scat Trak	Norway	198,129	24 June 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Peru	51,874	25 Jan. 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Swiss	458,995	25 March 1999	Registered. Applies only to the mini- excavator line.
Scat Trak	Venezuela			Pending. Applies only to the mini-

excavator line.

Registered

26 Oct. 1990

1,405,864

Great Britain

Scat Loader

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Practitioner's Docket No. 1234.100

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration Nos.: 2,339,753 & 1,537,935

Document I.D. No.: 103373598

Conveying Party: Trak International, Inc.

Receiving Party: Volvo Construction Equipment Holding Sweden AB

Attn: Antoine Royall
 MAIL STOP ASSIGNMENT RECORDATION SERVICE
 Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

REQUEST FOR CORRECTION OF NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

Attached are copies of:

- 1) Copy of date stamped, return receipt postcard, which shows proof of sending assignment and paying the assignment recordal fee (1 pg.).
- 2) Copy of Notice of Recordation of Document indicating change to be made (1 pg.)
- 3) Copy of Recordation Form PTO-1594 as filed on February 12, 2007 (1 pg.)
- 4) Executed copy of new Recordation Form PTO-1594 dated March 23, 2007 (1 pg.)
- 5) Copy of pages 1, 4, 29 & Sec. 2.1(a) of Disclosure Schedule of Asset Purchase Agreement (7 pgs).

Please record the Assignment for the above-identified application. Please charge any deficiency in fees to our Deposit Account No. 20-0090.

We look forward to receiving confirmation that the Assignment was recorded.

CERTIFICATE OF MAILING/TRANSMISSION (37 C.F.R. 1.8A)

I hereby certify that this correspondence is, on the date shown below, being:

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FACSIMILE

deposited with the United States Postal Service, with sufficient postage, as first class mail in an envelope addressed to the Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

transmitted by facsimile to the Patent and Trademark Office. # 571-273-0140 - 12 PAGES

Date: March 23, 2007

 Signature

Jill Wolfe
 (type or print name of person certifying)


 SIGNATURE OF ATTORNEY

Reg. No.: 29,076

John R. Hlavka
 (type or print name of attorney)

Tel. No.: (216)621-2234
 Fax No.: (216) 621-4072
 CUSTOMER NO.: 26294

TAROLLI, SUNDHEIM, COVELL,
 & TUMMINO L.L.P.

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RECORDED: 02/16/2007

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