

08-31-2007

Form PTO-1594 (Rev. 07/05)
OME Collection 0651-0027 (exp. 6/3)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103440964

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

1. Name of conveying party(ies):

APW North America Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) March 9, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mayville Products Corporation

Internal

Address:

Street Address: 403 Degner Avenue

City: Mayville

State: Wisconsin

Country: United States Zip: 53050

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Wisconsin
- Other Citizenship

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,179,274

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MAGNUM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter J. Faust

Internal Address: O'Neil, Cannon, Hollman, DeJong S.C.

Street Address: 111 East Wisconsin Avenue, Suite 1400

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: (414) 276-5000

Fax Number: (414) 276-6581

Email Address: Pete.Faust@wilaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed **FEE OK**

8. Payment Information:

a. Credit Card Last 4 Numbers 1057
Expiration Date 11/2010

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Peter J. Faust

Signature

8/1/07

Date

Peter J. Faust

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT OF PATENTS AND TRADEMARKS is made effective as of March 9, 2007 by and between APW NORTH AMERICA INC., a Delaware corporation ("Assignor"), and MAYVILLE PRODUCTS CORPORATION, a Wisconsin corporation ("Assignee").

WHEREAS, Assignor has adopted and used, or licensed to affiliates and/or third parties for use, in its business the patents and trademarks identified in and listed on Schedule A attached hereto and made a part hereof (the "Intellectual Property"); and

WHEREAS, in connection with a certain Asset Purchase Agreement dated March 9, 2007 ("Purchase Agreement"), the Assignor is assigning the Intellectual Property to Assignee (whether same are registered or not), among other intellectual property rights, in exchange for other consideration more specifically set forth in the Purchase Agreement,

NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Intellectual Property, together with the good will symbolized by and associated with the business in connection with which the Intellectual Property are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Intellectual Property. Assignor agrees to promptly deliver to Assignee copies of its and its trademark attorneys' files (except to the extent such files include privileged information, which may be retained by Assignee and/or its trademark attorneys) relating to applications for registration of any of the Intellectual Property with applicable government agencies.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Intellectual Property hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[Signature appears on following page]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patents and Trademarks to be executed by its duly authorized officer on the date first above written.

APW NORTH AMERICA INC.
a Delaware corporation

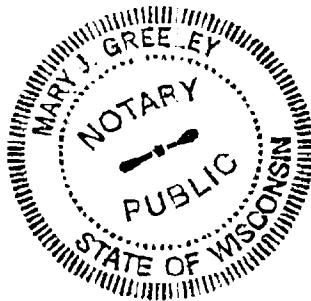
By: Rhonda R. Matschke
Name: Rhonda R. Matschke
Title: V.P.

STATE OF WISCONSIN)
) SS:
COUNTY OF WAUKESHA)

On this 9th day of March, 2007, personally came before me MARY J GREELEY and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the Vice President of APW NORTH AMERICA INC., a Delaware corporation; and

(b) This document was signed and delivered by APW NORTH AMERICA INC. as its voluntary act and deed by virtue of authority from its directors.



Mary J Greeley
Notary Public

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SCHEDULE A
TO
ASSIGNMENT OF PATENTS AND TRADEMARKS

Any and all common law and other patent and trademark rights in any jurisdiction, if any, in and to the following trademarks identified by the pending applications below:

PATENTS

<u>Patent</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Country</u>
Camera Housing	D392,300	March 17, 1998	United States
Camera Housing	5,966,176	October 12, 1999	United States

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
MAGNUM	2,179,274	August 4, 1998	United States