

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cook Manufacturing Corporation		03/28/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	CMC Marine, Incorporated		
Street Address:	200 Finney Drive		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35824		
Entity Type:	INC. ASSOCIATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1216402	CMC	
Registration Number:	1808821	POWER-LIFT	
Registration Number:	1485141	TAPE TWIN	
Registration Number:	1606217	TAPE TWIN	
CORRESPONDENCE DATA			
Fax Number:	(256)704-3905		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	256-704-3900		
Email:	docketing@tkhr.com		
Correspondent Name:	Thomas Kayden Horstemeyer & Risley, LLP		
Address Line 1:	600 Galleria Parkway, Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30339-5994		
ATTORNEY DOCKET NUMBER:	792002-9030		
NAME OF SUBMITTER:	Larry W. Brantley		

OP \$115.00 1216402

Signature:	/larrywbrantley/
Date:	08/11/2008
Total Attachments: 7 source=792002 Assignment#page1.tif source=792002 Assignment#page2.tif source=792002 Assignment#page3.tif source=792002 Assignment#page4.tif source=792002 Assignment#page5.tif source=792002 Assignment#page6.tif source=792002 Assignment#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Cook Manufacturing Corporation, an Oklahoma corporation ("Assignor"), and CMC Marine, Incorporated, an Alabama corporation ("Purchaser") have entered into an Asset Purchase Agreement dated as of March 28, 2008 (the "Agreement"); and

WHEREAS, under the Agreement, Purchaser agreed to purchase substantially all of the assets of the Business (as that term is defined in the Agreement) of Assignor; and

WHEREAS, in conducting the Business, Assignor has acquired an interest in some intellectual property assets that are predominantly used in connection with the operation of the Business to be transferred to Purchaser; and

WHEREAS, Assignor is the owner of all right, title and interest in and to various United States federal trademark and service mark registrations and applications therefor that are predominantly used in connection with the operation of the Business (collectively, the "Trademarks"), including, but not limited to, the federal registrations and applications listed in Schedule A; and

WHEREAS, in the United States of America, Assignor is the owner of all right, title and interest in and to various ideas, inventions, patents and utility models and applications therefor that are predominantly used in connection with the operation of the Business, including the patents and utility models and applications therefor listed in Schedule B hereto, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (collectively, the "Patents"); and

WHEREAS, Assignor, to the best of its knowledge, is the owner of certain right, title and interest in and to various copyrights, trade dress, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are predominantly used in connection with the operation of the Business and required to be transferred under the Agreement (collectively, the "Other IP Assets"), including the unregistered trademarks and domain names set forth on Schedule C; and

WHEREAS, Purchaser ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, Patents, and the Other IP Assets (collectively, the "ASSETS"), and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee the entire right, title and interest in, to and under all ASSETS together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby,

including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment Of Intellectual Property Assets and sale had not been made.

2. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment Of Intellectual Property Assets.

3. Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of Assignor with respect thereto. The expense incurred by Assignor in providing such cooperation shall be paid for by Assignee except as otherwise provided in the Agreement.

4. The terms and covenants of this Assignment Of Intellectual Property Assets shall inure to the benefit of Assignee, their successors and assigns and other legal representatives, and shall be binding upon Assignor, its respective heirs, legal representatives and assigns.

5. Assignor hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

6. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment Of Intellectual Property Assets and issue a new certificate of registration in Assignee's name.

7. This Assignment Of Intellectual Property Assets does not (i) convey any rights of Assignor other than those required to be transferred under the Agreement, (ii) create any obligations for Assignor in addition to those provided under the Agreement, or (iii) relieve Assignor of any obligations under the Agreement.


[Signature page follows.]

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets this ___ day of _____, 2008.

COOK MANUFACTURING CORPORATION

CMC MARINE, INCORPORATED

By: _____
Ronald C. Fox
Its: Chief Financial Officer

By:  _____
Jeffrey W. Huntley
Its: President

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

STATE OF)
) SS:
COUNTY OF)

On this ___ day of _____, 2008, before me appeared Ronald C. Fox, who, being by me duly sworn, did say that he is the Chief Financial Officer of ASSIGNOR, an Oklahoma corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

On this 28th day of March, 2008, before me appeared Jeffrey W. Huntley who, being by me duly sworn, did say that he/she is the President of ASSIGNEE, an Alabama corporation and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Notary Public _____

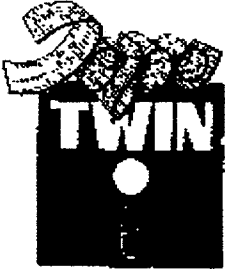
Notary Public Ashley G. White

My commission expires: _____

My commission expires: _____
MY COMMISSION EXPIRES 05/05/2010

SCHEDULE A

TRADEMARKS

Reg. No./Ser. No.	Mark	Status
1,216,402	CMC	Renewed
1,808,821	POWER-LIFT	Renewed
1,485,141	TAPE TWIN	Renewed
1,606,217	 TAPE TWIN	Renewed

SCHEDULE B

PATENTS

Reg. No./Ser. No.	Title
5,181,835	Hydraulic Pump
6,662,559	Hydraulic Actuator
6,789,648	Retractable Ladder Assembly

SCHEDULE C

COPYRIGHTS

Number	Title	Publication
TX-2-739-038	Tape Twin System : version 1.22.3	11/22/1989

DOMAIN NAMES

www.cook-mfg.net
www.cook-mfg.com

UNREGISTERED TRADEMARKS



CMC PUMPING UNITS

CH2\ 1424295.1