

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
The North American Manufacturing Company, Ltd.		07/31/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Fives NA Corp.
Street Address:	4455 East 71st Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1725295	SIMFLO
Registration Number:	1412223	TWIN BED
Registration Number:	1444634	REGEN
Registration Number:	1300445	FUEL DIRECTED
Registration Number:	1107078	EPIC
Registration Number:	1307900	HIRAM
Registration Number:	1243510	TEMPEST
Registration Number:	1300169	NA
Registration Number:	1292737	NORTH AMERICAN
Registration Number:	1316732	NORTH AMERICAN
Registration Number:	3188511	NA

CORRESPONDENCE DATA

Fax Number: (216)579-0212

900121001

**TRADEMARK
 REEL: 003890 FRAME: 0482**

CH \$290.00 1725295

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216/586-7231
Email: skoston@jonesday.com
Correspondent Name: Meredith M. Wilkes, Esq.
Address Line 1: Jones Day, North Point, 901 Lakeside Ave
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	077906-630001
NAME OF SUBMITTER:	Meredith M. Wilkes
Signature:	/Meredith M. Wilkes/
Date:	11/19/2008

Total Attachments: 6
source=DOC041#page1.tif
source=DOC041#page2.tif
source=DOC041#page3.tif
source=DOC041#page4.tif
source=DOC041#page5.tif
source=DOC041#page6.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of July 31, 2008 (the "*Effective Date*"), is made by and between The North American Manufacturing Company, an Ohio corporation ("*Assignor*"), and Fives NA Corp., a Delaware corporation ("*Assignee*").

A. WHEREAS, Assignor and Fives SA, a French corporation ("*Buyer*") are parties to that certain Asset Purchase Agreement, dated as of July 22, 2008 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Buyer has agreed to purchase the "Acquired Assets" as defined in the Purchase Agreement;

B. WHEREAS, effective immediately prior to the Closing, Buyer will assign its rights, interests and obligations under the Purchase Agreement to Assignee;

C. WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute "Acquired Assets" under the Purchase Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

D. WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under

the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

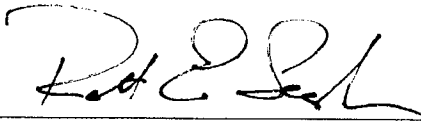
Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**THE NORTH AMERICAN
MANUFACTURING COMPANY**

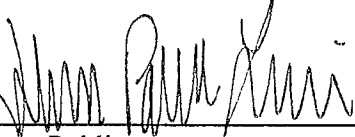
By: 

Name: Robert E. Scanlon

Title: President


STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2008 before me Robert E. Scanlon, known to me to be President of The North American Manufacturing Company, who acknowledged that he signed this instrument as a free act on behalf of The North American Manufacturing Company.


Notary Public:
My commission expires:

JOHN PAUL LUCCI, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration
Sec. 147.03.RC

FIVES NA CORP.

By: 

Name: Lucile Ribot

Title: Chief Financial Officer

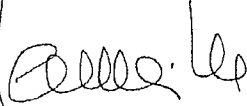
STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 2008 personally appeared before me Lucile Ribot, known to me to be Treasurer and Chief Financial Officer of Fives NA Corp., who acknowledged that he/she signed this instrument as a free act on behalf of Fives NA Corp.

Notary Public:
My commission expires:

Le soussigné M^{me} Caroline Deneuille
Notaire Associé à Paris certifie la
signature de M^{me} LUCILE RIBOT
apposée ci-contre = ex 4
Paris, le 31 juillet 2008





Benjamin DAUCHEZ, Robert ~~PANHARD~~
Caroline DENEUVILLE, René DALLEE
Notaires Associés à PARIS 5^e
37, Quai de la Tournelle

SCHEDULE A

TRADEMARKS				
<u>Country</u>	<u>Registration No.</u>	<u>Title</u>	<u>Date Filed</u>	<u>Reg. Date</u>
CANADA	TMA0339835	FUEL DIRECTED	4/17/1984	5/6/1988
CANADA	TMA0314137	NORTH AMERICAN	4/4/1985	5/9/1986
CANADA	TMA0427377	SPREADMASTER	11/21/1989	5/20/1994
CANADA	TMA0413039	ACCUTRAC	9/7/1990	6/4/1993
CHINA	4595501	NORTH AMERICAN	4/11/2005	2/14/2008
CHINA	4595502	NORTH AMERICAN	4/11/2005	2/14/2008
CHINA	4595503	NORTH AMERICAN	4/11/2005	2/1/2008
CHINA	4595506	NA & Design	4/11/2005	2/14/2008
CHINA	4584907	FIRE . ALL	4/5/2005	2/21/2008
CHINA	4584908	HIRAM	4/5/2005	2/21/2008
CHINA	4584909	TEMPEST	4/5/2005	2/21/2008
CHINA	4584910	TWIN BED	4/5/2005	2/21/2008
FRANCE	94/502714	STORDY	1/21/1994	1/21/1994
MEXICO	298724	NORTH AMERICAN	11/11/1983	4/30/1984
UNITED STATES	1725295	SIMFLO	12/26/1991	10/20/1992
UNITED STATES	1412223	TWIN BED	2/12/1986	10/7/1986
UNITED STATES	1444634	REGEN	9/15/1986	6/23/1987
UNITED STATES	1300445	FUEL DIRECTED	11/4/1983	10/16/1984
UNITED STATES	1107078	EPIC	2/14/1977	11/28/1978
UNITED STATES	1307900	HIRAM (stylized)	4/7/1982	12/4/1984
UNITED STATES	1243510	TEMPEST	4/23/1982	6/28/1983
UNITED STATES	1300169	NA & Design	9/29/1982	10/16/1984
UNITED STATES	1292737	NORTH AMERICAN	6/16/1983	9/4/1984
UNITED STATES	1316732	NORTH AMERICAN	10/27/1983	1/29/1985

TRADEMARKS

<u>Country</u>	<u>Registration No.</u>	<u>Title</u>	<u>Date Filed</u>	<u>Reg. Date</u>
UNITED STATES	3188511	NA & DESIGN	4/29/2005	12/26/2006
UNITED STATES	1245043	ADJUSTA-GUIDE	5/14/1982	7/12/1983
UNITED STATES	1619429	SPREAD MASTER	5/22/1989	10/30/1990
UNITED STATES	1686108	ACCUTRAC	4/16/1990	5/12/1992