

**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 North American Manufacturing Company		07/31/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fives NA Corp.		
<b>Street Address:</b>	4455 East 71st Street		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1245043	ADJUSTA-GUIDE	
Registration Number:	1619429	SPREAD MASTER	
Registration Number:	1686108	ACCUTRAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)363-9001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.363.9000		
<b>Email:</b>	uspto@faysharpe.com		
<b>Correspondent Name:</b>	Fay Sharpe LLP		
<b>Address Line 1:</b>	1228 Euclid Avenue, 5th Floor		
<b>Address Line 2:</b>	The Halle Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	NAEE 8 00012		
<b>NAME OF SUBMITTER:</b>	Gregory S. Vickers		

OP \$90.00 1245043

Signature:

/Gregory S. Vickers/

Date:

12/19/2008

Total Attachments: 7

source=DOC002#page1.tif

source=DOC002#page2.tif

source=DOC002#page3.tif

source=DOC002#page4.tif

source=DOC002#page5.tif

source=DOC002#page6.tif

source=DOC002#page7.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]*



FIVES NA CORP.

By: [Signature]

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<sup>e</sup> *Caroline Deneuvre*  
Notaire Associé à Paris certifie la  
signature de *M<sup>me</sup> Lucile RIBOT*  
apposée ci-~~contre~~ *en*  
Paris, le *31 juillet 2008*



[Signature]

Benjamin DAUCHEZ. Robert PANCHARD  
Caroline DENEUVILLE. René DALLEE  
Notaires Associés à PARIS 5<sup>e</sup>  
37, Quai de la Tournelle

**SCHEDULE A**

<b>TRADEMARKS</b>				
<u>Country</u>	<u>Registration No.</u>	<u>Title</u>	<u>Date Filed</u>	<u>Reg. Date</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	TMA 0041188	NORTH AMERICAN	11/11/1985	5/20/1994
CANADA	[REDACTED]	[REDACTED]	11/21/1989	5/20/1994
CANADA	TMA 00413030	[REDACTED]	[REDACTED]	6/14/1993
[REDACTED]	[REDACTED]	NORTH AMERICAN	[REDACTED]	11/1/1988
[REDACTED]	[REDACTED]	NORTH AMERICAN	11/11/2005	[REDACTED]
[REDACTED]	[REDACTED]	NORTH AMERICAN	11/11/2005	[REDACTED]
[REDACTED]	1505507	[REDACTED]	11/11/2005	[REDACTED] 8
[REDACTED]	1504787	PIRE TALL	11/3/2005	[REDACTED] 8
[REDACTED]	1504888	[REDACTED]	[REDACTED]	[REDACTED] 8
[REDACTED]	1504900	[REDACTED]	11/5/2005	2/21/2008
[REDACTED]	1504918	[REDACTED]	11/5/2005	[REDACTED]
[REDACTED]	[REDACTED]	STORBY	[REDACTED]	[REDACTED] 4
MEXICO	250724	NORTH AMERICAN	11/11/1985	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	10/28/1988
[REDACTED]	[REDACTED]	[REDACTED]	11/12/1986	[REDACTED] 1986
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] 1987
[REDACTED]	[REDACTED]	[REDACTED]	11/11/1985	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] 8
[REDACTED]	1504780	[REDACTED] (stylized)	11/7/1982	[REDACTED] 1984
[REDACTED]	[REDACTED]	[REDACTED]	11/29/1982	6/28/1983
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] 84
[REDACTED]	[REDACTED]	NORTH AMERICAN	11/10/1985	[REDACTED]
[REDACTED]	[REDACTED]	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>
<del>██████████</del>	<del>██████████</del>	<del>NAME DESIGN</del>	<del>██████████</del>	<del>██████████</del>
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



<u>TRADEMARK APPLICATIONS</u>			
<u>Country</u>	<u>Title</u>	<u>Date Filed</u>	<u>Application No.</u>
[REDACTED]	TRA & Design	4/11/2005	[REDACTED]
[REDACTED]	TRA & Design	4/11/2005	[REDACTED]
[REDACTED]	[REDACTED]	1/5/2005	[REDACTED]