

**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>
RBS Citizens		04/28/2009	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Lift		
<b>Street Address:</b>	P.O. Box 667		
<b>City:</b>	Lombard		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60148		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0872081	BIG JOE	
<b>Registration Number:</b>	1151634	TRIMAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)472-1956		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-472-7788		
<b>Email:</b>	pto@mkllaw.com		
<b>Correspondent Name:</b>	Debra J Fickler		
<b>Address Line 1:</b>	1220 Washington St		
<b>Address Line 2:</b>	Mitchell, Kristl & Lieber		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64105		
<b>ATTORNEY DOCKET NUMBER:</b>	5687		
<b>NAME OF SUBMITTER:</b>	Debra J Fickler		
<b>Signature:</b>	/Debra J Fickler/		

OP \$65.00 0872081

Date:

06/26/2009

**Total Attachments: 5**

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## SECURED PARTY'S BILL OF SALE

This Secured Party's Bill of Sale (the "**Bill of Sale**"), dated as of April 27, 2009, is delivered to Big Lift, LLC, a Delaware limited liability company (the "**Purchaser**") in connection with the disposition, pursuant to the Uniform Commercial Code (the "**Code**") as enacted in the State of Illinois and any other applicable jurisdiction, of the personal property (the "**Purchased Assets**") listed on Exhibit "A", annexed hereto and incorporated herein by reference.

For good and valuable consideration, and in consideration of [Two Million Dollars (\$2,000,000.00)] and a warrant exercisable for certain indirect equity interests in the Purchaser, the receipt of which is hereby acknowledged, RBS Citizens, N.A., a national banking association (the "**Secured Party**") hereby irrevocably sells, assigns, and transfers to, all of the Grantor's right, title, and interest in and to the Purchased Assets in which the Secured Party has been granted a security interest by Big Joe Manufacturing Co., an Illinois corporation (the "**Grantor**"). Such sale, assignment, and transfer is being conducted pursuant to § 9-610 of the Code, and as such, the sale, assignment, and transfer shall, pursuant to § 9-617 of the Code, discharge the Secured Party's security interest and subordinate security interests or subordinate liens in the Purchased Assets.

The Purchaser acknowledges and agrees as follows:

1. This secured party's sale of the Purchased Assets is made **WITHOUT** any representations or warranties whatsoever by the Secured Party, whether expressed, implied, or imposed by law, including, without limitation, **ANY WARRANTY OF MERCHANTABILITY AND WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, OR QUIET ENJOYMENT**. By acceptance of this Bill of Sale, Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Purchased Assets, the validity, enforceability, priority, and perfection of the Secured Party's liens and security interests in the Purchased Assets, and the status of title to the Purchased Assets, (ii) is acquiring the Purchased Assets **AS IS** and **WHERE IS**, (iii) has entered into this transaction after consultation with independent counsel of the Purchaser's own selection, and (iv) has not relied upon any representation or warranty of the Secured Party in consummating this transaction.
2. This secured party's sale is further made without any representations or warranties by the Secured Party as to the validity, enforceability, priority, or perfection of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or access to, or any other matter concerning, the Purchased Assets. The Purchaser acknowledges and agrees that the Secured Party is selling only the Grantor's right, title, and interest in those assets listed on Exhibit "A" in which the Secured Party

has been granted a security interest by the Grantor, and not any items of leased property or other items in the possession of the Grantor, but not owned by the Grantor (regardless of whether said items are included on Exhibit "A").

3. Upon delivery of this Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to the Purchaser. The Purchaser further acknowledges and agrees that by accepting this Bill of Sale, the Purchaser has received all of the Purchased Assets to be transferred hereunder and that the Secured Party has performed all of its obligations to the Purchaser in connection with this transaction.
4. The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Bill of Sale by Secured Party shall be limited to the refund of all or a portion, as may be appropriate, of the purchase price actually paid by the Purchaser to the Secured Party. In no event shall the Secured Party ever be liable to the Purchaser (or the Purchaser's successors and/or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special or punitive damages arising out of any breach by Secured Party of the terms and conditions of this Bill of Sale or otherwise in any way relating to this transaction or the Purchased Assets.
5. To the extent that any sales, use or other taxes, whether federal, state or otherwise, are levied or imposed by reason of the transaction contemplated hereby, the Purchaser hereby acknowledges and agrees that the Purchaser shall, in addition to all other amounts payable hereunder, pay all of such taxes, and hereby indemnifies the Secured Party against, and holds the Secured Party harmless from, any and all losses, claims, and liabilities and related expenses incurred by or arising of any obligation to collect and/or to remit any taxes or charges which may be applicable to the transaction contemplated hereby.
6. The Secured Party agrees for a period of six (6) months from the date hereof to provide, at the sole cost and expense of the Purchaser, such other customary documents, instruments, and agreements as the Purchaser may reasonably request to evidence the sale, assignment and transfer of the Purchased Assets.

This Bill of Sale shall be governed by and construed in accordance with the internal law of the State of Illinois (without regard to conflict of laws principles) and is intended to take effect as a sealed instrument.

**[Signature Pages to Follow]**

Executed as of the date set forth above as a sealed instrument.

**"SECURED PARTY"**

RBS CITIZENS, N.A.,  
a national banking association

By: Thomas K. Schmitt  
*Duly Authorized*

Name: THOMAS K. SCHMIDT  
Title: VICE PRESIDENT

Acknowledged, accepted, and agreed on the terms set forth herein:

**"PURCHASER"**

BIG LIFT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
*Duly Authorized*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed as of the date set forth above as a sealed instrument.

**"SECURED PARTY"**

RBS CITIZENS, N.A.,  
a national banking association

By: \_\_\_\_\_  
*Duly Authorized*


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged, accepted, and agreed on the terms set forth herein:

**"PURCHASER"**

BIG LIFT, LLC,  
a Delaware limited liability company

By:   
*Duly Authorized*

Name: Michael Barry

Title: President

**EXHIBIT "A"**

**To a Certain Secured Party's Bill of Sale Dated April 27, 2009 By and Between RBS  
Citizens, N.A. and Big Lift, LLC**

All personal property of Big Joe Manufacturing Co., to the extent that RBS Citizens, N.A. has been granted a security interest in the same, including, without limitation, all accounts, inventory, goods, equipment, software and computer programs, securities, investment property, financial assets, deposit accounts, chattel paper, electronic chattel paper, instruments, documents, letter-of-credit rights, health-care-insurance receivables, supporting obligations, notes secured by real estate, commercial tort claims, and general intangibles including payment intangibles.

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