

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Henderson Manufacturing, Inc.		12/03/2009	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Henderson Products, Inc.		
<b>Street Address:</b>	1085 South Third Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	52057		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2327172	MUNIBODY	
Registration Number:	2358139	SNOWFOE	
Serial Number:	77844383	FIRST RESPONSE	
Serial Number:	77844306	BLACKBELT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(314)615-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 615-6000		
Email:	ip@gjn.com		
Correspondent Name:	Kay R. Sherman		
Address Line 1:	101 S. Hanley Road, Suite 1700		
Address Line 2:	Gallop, Johnson & Neuman, L.C.		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	107646-0007		
NAME OF SUBMITTER:	Kay R. Sherman		

OP \$115.00 2327172

**900149983**

**TRADEMARK**  
**REEL: 004114 FRAME: 0620**

Signature:	/Kay R. Sherman/
Date:	12/15/2009
Total Attachments: 5 source=tm assign to HPI#page1.tif source=tm assign to HPI#page2.tif source=tm assign to HPI#page3.tif source=tm assign to HPI#page4.tif source=tm assign to HPI#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of December 3, 2009 by HENDERSON MANUFACTURING, INC., an Iowa corporation, with an address at 1085 South 3rd Street, Manchester, IA 52057 ("Assignor"), to HENDERSON PRODUCTS, INC., a Delaware corporation, with an address at 1085 South 3rd Street, Manchester, IA 52057 ("Assignee").

Pursuant to the Asset Purchase Agreement dated as of December 3, 2009, by and among Assignee as Buyer, and Assignor and Henderson Enterprises, Inc., Acquisition Investments of Manchester, L.L.C., Henderson Truck Equipment, LLC, Henderson Truck Equipment – Manchester, LLC, Henderson Truck Equipment – Watertown, LLC, and Henderson Truck Equipment – Ohio, LLC as Sellers, and Randall L. Smedstad, Mark S. Hollinrake, Mart E. Ward as Covenators, Assignor desires to assign to Assignee; and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks, applications and registrations set forth on Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to record, preserve, maintain and effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

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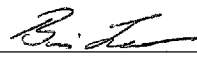
IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

HENDERSON MANUFACTURING, INC.

By: \_\_\_\_\_  
Randall L. Smedstad, President

“Assignor”

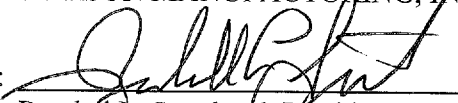
HENDERSON PRODUCTS, INC.

By:   
Brian Lovett, Executive Vice President

“Assignee”

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

HENDERSON MANUFACTURING, INC.

By:   
Randall L. Smedstad, President

“Assignor”

HENDERSON PRODUCTS, INC.

By: \_\_\_\_\_  
Brian Lovett, Executive Vice President

“Assignee”

**Exhibit A**

**U.S. Trademark Applications/Registrations**

<b><u>Mark</u></b>	<b><u>Application/Registration No.</u></b>
MUNIBODY	Reg. No. 2,327,172
SNOWFOE	Reg. No. 2,358,139
FIRST RESPONSE	Ser. No. 77/844,383
BLACKBELT	Ser. No. 77/844,306

**Common Law Trademarks**

Henderson