

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
Crash Rescue Equipment Service, Inc.		07/29/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	National Utility Equipment Co., LLC
Street Address:	1819 5th Avenue North
Internal Address:	Suite 1100
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3147696	HOTSTIK
Registration Number:	1177851	PITMAN
Registration Number:	0701759	PITMAN
Registration Number:	0778119	PITMAN POLE CLAW
Registration Number:	0733026	
Registration Number:	0717843	POLECAT

CORRESPONDENCE DATA

Fax Number: (205)488-5809
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 205-226-3433
 Email: ebranum@balch.com
 Correspondent Name: Emily G. Branum
 Address Line 1: 1901 Sixth Avenue North
 Address Line 2: Suite 1500

900199708

**TRADEMARK
 REEL: 004605 FRAME: 0113**

OP \$165.00 3147696

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:

Allen W. Ritchie

Signature:

/Allen W. Ritchie/

Date:

08/15/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made this 29th day of July, 2011, by and between **Crash Rescue Equipment Service, Inc.**, a Texas corporation ("Assignor") and **National Utility Equipment Co., LLC**, an Alabama limited liability company ("Assignee"). Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor is the current owner of the registered and unregistered trademarks and service marks set forth on Schedule A hereto and all other trademarks and service marks set forth or referenced in Section 1.1(b) of the Purchase Agreement and/or in Schedule 2.13 of the Purchase Agreement (collectively, the "Marks");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 29, 2011, by and among Assignor and ACP Crash Holding, LLC, a Texas limited liability company, on the one hand, and Assignee, on the other hand (the "Purchase Agreement"), Assignee is purchasing and acquiring all right, title and interest of Assignor in, or associated with, the Marks; and

WHEREAS, in connection with the Purchase Agreement, Assignor has determined that it is in its best interests to convey and assign and confirm the conveyance and assignment of the Marks to Assignee in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and agree, the parties hereby agree as follows:

AGREEMENT

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the Marks and all goodwill associated therewith, whether or not protectable under federal trademark law and whether or not registered with the United States Patent and Trademark Office, including, without limitation, all rights to renew and enforce the Marks. Assignor further sells, transfers, assigns, and delivers to Assignee any and all causes of action arising under the rights assigned hereunder that may have arisen prior to the date that this Assignment was executed. Assignor further sells, transfers, assigns, and delivers to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world for all of the rights herein assigned.

2. Non-Interference. Assignor shall make no further use of the Marks as of the date of this Assignment, nor shall Assignor challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Assignee's right, title, interest or use of the Marks. Assignor shall not itself, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the validity of or commercial value associated with the Marks, including the goodwill associated therewith. Assignor shall not own any trademark or service mark incorporating the term "Pitman" or own or use a related or confusingly similar trademark or service mark in connection with the manufacture or sale of utility equipment or parts therefore.

3. Cooperation. Assignor agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Marks.

4. Notices. All notices, requests or other communications to Assignor or Assignee shall be given in accordance with Section 9.3 of the Purchase Agreement.

5. General.

(a) The provisions of this Assignment shall inure to the benefit of and be binding upon the successors and assigns of Assignor and Assignee.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of laws principles. If any provision of this Assignment is held to be void or contrary to law, such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect.

(c) This Assignment and the Purchase Agreement constitute the entire agreement between the parties regarding the subject matter hereof. This Assignment may be modified only by a written amendment signed by the parties hereto.

(d) The failure of either party at any time to enforce any right or remedy available to it under this Assignment with respect to any breach or failure by another party shall not be a waiver of such right or remedy with respect to any other breach or failure by such other party.

(e) This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment.

(f) This Assignment is given pursuant to the Purchase Agreement, and the transfer of the Marks and all goodwill associated therewith hereunder is made subject to the terms and provisions of the Purchase Agreement, and Assignor and Assignee hereby acknowledge and agree that all conveyances, transfers and assignments hereunder are made pursuant to the Purchase Agreement, including all representations and warranties of the parties contained therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized agent as of the date first written above.

ASSIGNOR:

CRASH RESCUE EQUIPMENT SERVICE, INC.

By: 

Name: KEVIN ASHTON

Its: CEO

ASSIGNEE:

NATIONAL UTILITY EQUIPMENT CO., LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized agent as of the date first written above.

ASSIGNOR:

CRASH RESCUE EQUIPMENT SERVICE, INC.

By: _____

Name: _____

Its: _____

ASSIGNEE:

NATIONAL UTILITY EQUIPMENT CO., LLC

By:  _____


Name: Allen W Ritchie

Its: SVP and CFO

SCHEDULE A

Marks

US

Mark	Reg/App
HOTSTIK	3147696
PITMAN	1177851
PITMAN	0701759
PITMAN POLE CLAW	0778119
	0733026
POLECAT	0717843

CANADA

Mark	Appl/Reg.
PITMAN*	TMA155523
POLECAT*	TMA124852
POLE CLAW	TMA157005
HI/LINER	TMA156165
MONO/DYNE	TMA160068

AUSTRALIA

Mark	Reg/App
POLECAT*	343912
PITMAN*	343911

COLUMBUS/1595258v.2