#### 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
Rahco International Inc.		04/02/2007	CORPORATION: WASHINGTON
FLSmidth Spokane Inc.	FORMERLY FLSmidth Rahco Inc.	06/04/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	FLSMIDTH A/S
Street Address:	Vigerslev Alle 77
City:	Valby
State/Country:	DENMARK
Postal Code:	2500
Entity Type:	CORPORATION: DENMARK

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	72176655	RAHCO

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: +4536181894

Email: trademark@flsmidth.com

Correspondent Name: Johanna S. Frolich, FLSmidth A/S

Address Line 1: Vigerslev Alle 77

Address Line 2: Global IPR Management Department

Address Line 4: Valby, DENMARK 2500

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

TRADEMARK REEL: 004799 FRAME: 0448 CC99/17/

CH \$40.00

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Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Johanna S. Frolich		
Signature:	/Johanna S. Frolich/		
Date:	06/12/2012		
Total Attachments: 5 source=RAHCO assignment step 1#page1.tif source=RAHCO assignment step 1#page2.tif source=RAHCO assignment step 1#page3.tif source=RAHCO assignment step 2#page1.tif source=RAHCO assignment step 2#page2.tif			

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks by RAHCO International, Inc., a Washington Corporation ("Assignor") to FLSmidth RAHCO INC., a Delaware Corporation ("Assignee"), is as follows:

## WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement effective April 1, 2007 (the "Purchase Agreement"), pursuant to which Assignee will purchase substantially all of the assets of Assignee used in its bulk materials handling business (the "MH Business), including, among other things, certain items of Intellectual Property; and

**NOW, THEREFORE**, in consideration of the premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignment of Trademarks. Assignor hereby assigns to Assignee all of the Assignor's right, title and interest in and to all of the following:

all of the trademarks, trademark registrations, trade names and trademark applications, utilized in the MH Business, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications listed on the Schedule attached hereto and made a part hereof (collectively, the "marks"), and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto; including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world; and (e) the goodwill of the MH Business symbolized by the marks.

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IN WITNESS WHEREOF, RAHCO International, Inc., by its duly authorized officer, has executed this Assignment this 2 day of April, 2007. RAHCO International, Inc Attest: On this 2 day of April, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lochard when to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed. Notary Public

## SCHEDULE TRADEMARKS

# MARKS NOT REGISTERED INNOVEQ

## REGISTERED MARKS

Туре	Number	Date	Filing Date	Status	Description	Owner
U. S. Trademark	0771116	06/09/1964	09/10/1963	Live	RAHCO <sup>®</sup>	RAHCO International, Inc.
U. S. Trademark	2040044	02/05/1997	10/25/1995	Live	RAHCO International®	RAHCO International, Inc.
Australian Trademark	213005	08/28/1967		Active	RAHCO <sup>®</sup>	RAHCO International, Inc.
Chilean Trademark	528436	11/25/1998	06/20/1994	Active	RAHCO	RAHCO International, Inc.
Chilean Service Mark	443506	04/17/1995	06/20/1994	Active	RAHCO	RAHCO International, Inc.
Chilean Trademark	443507	04/17/1995	06/20/1994	Active	RAHCO International	RAHCO International, Inc.
Washington State Trademark	023075	05/09/94		Active	RAHCO International	RAHCO International, Inc.

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### **ASSIGNMENT OF TRADEMARK RIGHTS**

In consideration of the payment of One (\$1.00) Dollar and other good and valuable consideration paid to FLSmidth Rahco Inc., now known as, FLSmidth Spokane, Inc., located at 605 East Holland Avenue, Suite 300, Spokane Washington, 99218, U.S.A. (hereinafter "Assignor") by FLSmidth A/S, a Danish corporation, having its principal place of business at Vigerslev Allé 77, DK-2500 Valby, Denmark, (hereinafter "Assignee"), the receipt whereof is hereby acknowledged, Assignor does hereby assign, sell, and transfer unto the said Assignee, its successors and assigns, the entire right, title, and interest for the United States and in all countries foreign thereto and all divisions, reissues, reexaminations, continuations, and extensions thereof, in and to any and all improvements which are disclosed in the following Trademark:

<u>Trademark Name</u>	Registration Number	<b>Registration Date</b>
RAHCO (typed drawing)	0771116	June 9, 1964

(the "Trademark"), including all Trademarks disclosed therein, and any legal equivalent in a foreign country, including the right to claim priority. Assignor covenants that they are the lawful owner of the Trademark mentioned above, that the same is unencumbered, that no license has been granted to make, use, or sell the said invention, and that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and that Assignor has the right to make this assignment. Assignor covenants that they will provide Assignee with all relevant documents relating to said Trademark and said Trademark and legal equivalents as may be known and accessible to Assignor and agrees that they will communicate to said Assignee or its representatives any facts known to them respecting said

Trademark and will, upon request, testify in any interference proceedings, sign all lawful papers relating to the Trademark and any foreign equivalents, execute all divisional, continuing, reexamination or reissue applications, make all rightful oaths or affidavits, and generally do everything which in the opinion of said Assignee or its attorneys be reasonably required to aid said Assignee to obtain full protection for said Trademark.

FLSMIDTH RAHCO INC.

RECORDED: 06/12/2012

now known as

FLSMIDTH SPOKANE, INC.

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2012

Defined White Banddont & CUO

"Därrell White - President & CEC