

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caterpillar Global Mining America LLC		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CWW Conveyor Systems, LLC		
Street Address:	4565 William Penn Highway		
City:	Murraysville		
State/Country:	PENNSYLVANIA		
Postal Code:	15668		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2632906	EZEE-LOC	
Registration Number:	2850348	EXALON	
Registration Number:	3261851	IDLER PAL	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	356/00450-0011		
NAME OF SUBMITTER:	Sue Heberlig		
SIGNATURE:	/SueHeb/		
DATE SIGNED:	03/20/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of March 20, 2015, by and between Caterpillar Global Mining America LLC, a Delaware limited liability company ("Assignor"), and CWW Conveyor Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title, and interest in and to the trademarks (the "Trademarks") and the patents and any patent applications and intellectual property rights, including the right of priority (the "Patents") listed in Schedule A, attached hereto and made a part hereof, and, with respect to any Patents, to any continuations, continuations in part, divisions, reissues, reexaminations and extensions thereof anywhere in the world;

WHEREAS, Assignee desires to acquire from Assignor the Patents and Trademarks, subject to the terms and conditions of this Assignment and the Asset Purchase Agreement entered into by and between the parties, having an effective date of February 20, 2015, as amended;

WHEREAS, Assignor and Assignee desire to record the assignment of the Patents and Trademarks; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patents. Assignor hereby assigns to Assignee all right, title, and interest in and to the Patents, together with (i) the inventions disclosed therein; and (ii) any and all rights of enforcement with respect thereto, including all rights to bring suit together with all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
2. Assignment of Trademarks. Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and Trademark registrations, including all rights to bring suit together with all claims for damages by reason of past infringement of said 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 Assignee's successors, assigns, or other legal representatives.
3. Recordation. Assignor further authorizes any official of any country, whose duty is to issue Trademarks, Patents or other evidence or forms of industrial property protection on applications as aforesaid, to record all Trademarks or Patents transferred hereunder, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Intellectual Property Assignment, and to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
4. Acceptance. Subject to the terms hereof, Assignee accepts such assignment of the Trademarks, Patents and all other rights hereby conveyed.
5. Successors and Assigns. This Assignment shall be legally binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Further Assurances. Upon the request of Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments, and shall take, or cause to be taken, all such further actions as Assignee may reasonably deem necessary or desirable to evidence and effectuate the sale, transfer, conveyance and delivery of the Trademarks or Patents contemplated hereby and by the Purchase Agreement, and secure, complete or vest in Assignee the ownership of the Trademarks and Patents to the fullest extent possible.
7. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.
8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature page delivered via facsimile or electronic transmission (e.g., PDF file) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signatures follow on next page]

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

ASSIGNOR:

CATERPILLAR GLOBAL MINING AMERICA LLC

By: Denise C. Johnson
Name: Denise C. Johnson
Title: Vice President

ASSIGNEE:

CWW CONVEYOR SYSTEMS, LLC

By: _____
Name: Jay W. Cleveland, Jr.
Title: Manager

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

ASSIGNOR:

CATERPILLAR GLOBAL MINING AMERICA LLC

By: _____

Name:

Title:

ASSIGNEE:

CWW CONVEYOR SYSTEMS, LLC

By: Jay W. Cleveland Jr.

Name: Jay W. Cleveland, Jr.

Title: Manager

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005482 FRAME: 0439

Schedule A
to the
Intellectual Property Assignment

Patents

Title	Patent No.	Application Date	Grant Date
Adjustable Yoke Assembly	US 5,996,766	10/16/1998	12/7/1999
Adjustable Yoke Assembly	US 6,073,745	12/6/1999	6/13/2000

Trademarks

Country	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Renewal Due	Class
US	EXALON	Registered	76477871	12/24/2002	2850348	6/8/2004	6/8/2024	CLASS 07: Conveyor rolls for use in the transportation of bulk materials
US	IDLER-PAL	Registered	78320206	10/29/2003	3261851	7/10/2007	7/10/2017	CLASS 07: Conveyor roll sealing devices, namely environmentally responsive and dynamically positioned sealing devices which lubricate roller bearings in conveyor rolls
US	EZEE-LOC	Registered	76174555	12/4/2000	2632906	10/8/2002	10/8/2022	CLASS 07: underground coal mining conveyors
US	RETRO-LOC	Unregistered	N/A	N/A	N/A	N/A	N/A	N/A
US	FLEX-PAL	Unregistered	N/A	N/A	N/A	N/A	N/A	N/A

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