

04-02-2001



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3-14-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/02/2001 GT0N11 00000318 2280718

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002261 FRAME: 0466

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2280718"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel B. Runk

Name of Person Signing



Signature

3-12-01

Date Signed

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "Assignment") made and entered into effective the 2nd day of March, 2001 by and between STEADMAN STEEL FABRICATORS, INC., a Florida corporation (hereinafter "Assignor") and CRAWFORD EQUIPMENT & ENGINEERING COMPANY, a Florida corporation (hereinafter "Assignee").

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of March 2, 2001 by and among Assignor, Assignee and Luard Steadman, the majority shareholder of Assignor (the "Agreement"), Assignor is selling, conveying and transferring to Assignee all of Assignor's right, title, and interest, in and under the Customer Contracts, Customer Accounts, Accounts Receivable, Intellectual Property, Assumed Contracts and Intangibles (all as defined herein), and Assignee is assuming certain of Assignor's duties and obligations thereunder as set forth below. Capitalized terms not otherwise defined herein shall have the meaning ascribed to each such term in the Agreement.

NOW, THEREFORE, in consideration of this Assignment and the covenants, conditions, promises and agreements contained herein and in the Agreement, which is expressly incorporated herein by reference, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, Assignor and Assignee agree as follows:

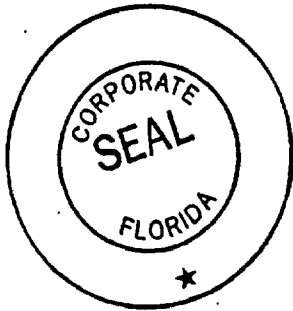
1. Assignor hereby assigns, transfers, and conveys any and all right, title and interest in and to all (i) customer contracts and customer accounts of any nature existing in connection with the Business, including, but not limited to, all claims and rights under customer contracts and purchase orders, written and oral, all claims and rights relating to customers served by Seller in the Business but not under written contracts, all customer lists, records, software, computer records and other similar data relating to customer accounts, and rights under bids and proposals now pending (collectively the "Customer Contracts" and the Business customers the "Customer Accounts"); (ii) accounts receivable arising from transactions of the Seller in the Business with respect to Customer Accounts constituting work-in-process as of the Closing Date, whether reserved for as uncollectible or written off, listed on Schedule 1.1(h) attached hereto ("Accounts Receivable"); (iii) trademarks, service marks and tradenames relating to the Business and related registrations and all licenses, permits, consents, variances and approvals, to the extent transferrable listed on Schedule 1.1(e) attached hereto ("Intellectual Property"); (iv) contracts and other written obligations of Seller set forth on Schedule 1.1(g) attached hereto ("Assumed Contracts"); (v) Seller's goodwill in and going concern value of the Business and choses in and causes of action relating to the foregoing ("Intangibles").

2. Assignee hereby assumes all of Assignor's duties and obligations under such Customer Contracts, Customer Accounts, Accounts Receivable, Intellectual Property, Assumed Contracts and Intangibles arising on or after the date hereof.

3. Assignor hereby represents to Assignee that, upon execution and delivery of this Assignment, Assignee shall possess all of Assignor's rights under the Customer Contracts, Customer Accounts, Accounts Receivable, Intellectual Property, Assumed Contracts and Intangibles free, clear and unencumbered of rights of others.

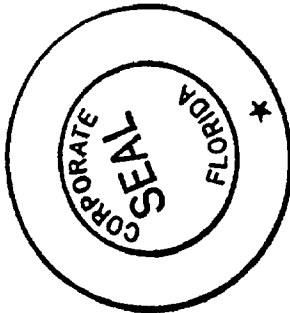
4. Assignor further agrees to indemnify and hold Assignee harmless from any and all liabilities, of any nature, with respect to the Customer Contracts, Customer Accounts, Accounts Receivable, Intellectual Property, Assumed Contracts and Intangibles for obligations accruing prior to the date of this Assignment. Likewise, Assignee agrees to indemnify and hold Assignor harmless from any and all liabilities, of any nature, with respect to the Customer Contracts, Customer Accounts, Accounts Receivable, Intellectual Property, Assumed Contracts and Intangibles for obligations accruing subsequent to the date of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and caused this Assignment to be executed as of the date and year first above written.



ASSIGNOR:
STEADMAN STEEL FABRICATORS, INC.

By: Luard Steadman
Name: LUARD STEADMAN
Title: PRES

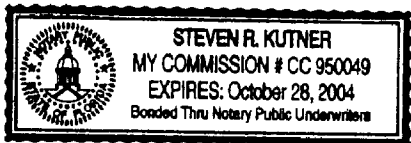


ASSIGNEE:
CRAWFORD EQUIPMENT & ENGINEERING
COMPANY

By: [Signature]
Name: SEVEN L. ATKINSON
Title: PRESIDENT / CEO

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

On March 2, 2001, personally appeared before me, a Notary Public, Wvd,
Steadman of Steadman Steel Fabricators, Inc., who acknowledged that he executed the
above instrument and acknowledged that he signed it as a free act on behalf of the corporation.

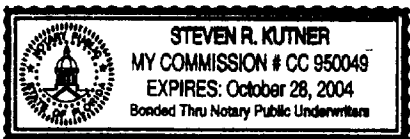


St R. Kut
Signature of Notary Public

[NOTARY STAMP OR SEAL]

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

On March 2, 2001, personally appeared before me, a Notary Public, Steve,
Atkinson of Crawford Equipment & Engineering Company who acknowledged that
he executed the above instrument and acknowledged that he signed it as a free act on behalf of the
corporation.



St R. Kut
Signature of Notary Public

[NOTARY STAMP OR SEAL]

SCHEDULE 1.1(e)

TRADEMARK:

Word Mark	STEADY CUT
Serial Number	75420106
Filing Date	January 20, 1998
Registration Number	2280718
Registration Date	September 28, 1999

[REMAINDER OF SCHEDULES DELIBERATELY OMITTED
FOR U.S. PATENT AND TRADEMARK OFFICE FILING PURPOSES]