

RE 11/29/02 RE

11-29-2002

SHEET

OMB No. 0651-0011 (exp. 4/94)



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Tab settings

To the Honorable Commissioner of F

102296191

Attached original documents or copy thereof.

1. Name of conveying party(ies):

WEC Company, a Delaware Corporation

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 07/31/2002

2. Name and address of receiving party(ies)

Name: Standard Industries, Inc.

Internal Address:

Street Address: 4230 14th Ave. NW

City: Fargo State: ND ZIP: 58102

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Dakota
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,042,718

Document No. 102201142

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maurice G. McCormick

Internal Address: Vogel Law Firm

Street Address: 502 1st Avenue North

P.O. Box 1389

City: Fargo State: ND ZIP: 58107-1389

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$40.00

- Enclosed Paid - See attached confirmation
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Maurice G. McCormick
Name of Person Signing

Maurice G. McCormick
Signature

11-19-02
Date

Total number of pages including cover sheet, attachments, and document:



502 First Avenue North
Fargo, ND 58102-4804
Reply to: P.O. Box 1389
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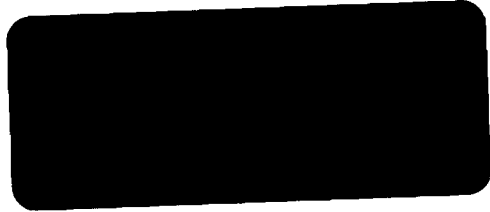


08-05-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #25

Also Licensed in MN
Also Licensed in MT+
Also Licensed in SD#

Offices in Fargo & Bismarck



August 1, 2002

Box POST REG
FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

8-5-02

RE: U.S. Registration No. 1,042,718

Dear Sir/Madam:

Enclosed for filing with respect to the above-referenced trademark registration, please find an original plus one copy of an Assignment of Trademark and License Agreement. Our firm check for \$25 is enclosed for fees. Please return the copy to my attention after filing. A self-addressed, stamped envelope is enclosed for your convenience.

If you have any questions in the meantime, please feel free to call.

Sincerely,

Sheri Heinisch
Paralegal

/sdh

Enclosure: As Stated

EA\US\Drum\MGM\LEPINE\Alloway\Trademark Commissioner-1.wpd

08/23/2002 JJALLAH 00000005 1042718

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40.00 BP

Vogel, Weir, Hunke & McCormick, LTD.

TRADEMARK

REEL: 002624 FRAME: 0779

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08-05-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

ASSIGNMENT OF TRADEMARK AND LICENSE AGREEMENT

This Assignment of Trademarks and License Agreement is made and entered into as of the last day of execution below by and between Standard Industries, Inc. a North Dakota Corporation, having its principal office at 4230 14th Avenue NW, Fargo, North Dakota 58102 ("Standard Industries") and WEC Company, a Delaware corporation, having a place of business at 2606 South Illinois Route 2, Oregon, Illinois 61061 ("WEC").

WHEREAS, WEC is the owner of a trademark registration issued by the United States Patent and Trademark Office for the mark ALLOWAY for use on or in connection with "straw cutters, corn cutters, rice cutters, tension devices for hay balers, dual cultivator disks, dual cultivator knife holders, combination dual cultivator discs and knife holders, weeder knife adapters, row crop cultivators, row cultivator guides, cultivator flex units or gangs, c-section pulleys, herbicide applicators, boom hoists, beet toppers, beet scalper units, combination rotary beaters and power driven scalper machines for topping sugar beets, tractor hitches, hydraulically driven beet scalper units, tool bar clamps, soil ditching implements, sugar beet lifting and loading machines, seed planters and tool bars for seed planters," namely U.S. Registration No. 1,042,718 ("Alloway Mark"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated July 31, 2002, (hereinafter referred to as the "AGREEMENT") pertaining to the sale and purchase of certain assets of WEC, including certain Trade Rights (as defined therein), WEC has agreed, inter alia, to assign, and Standard Industries has agreed, inter alia, to acquire WEC'S entire right, title and interest in, to and under the Alloway Mark, including the TRADEMARK PROPERTIES or similar legal protection to be obtained therefor in the United States.

NOW, THEREFORE, in consideration of each of the covenants, conditions and stipulations contained herein, the parties agree as follows:

1. WEC hereby assigns to Standard Industries all of its right, title and interest in the ALLOWAY Mark, the goodwill associated therewith, and U.S. Registration No. 1,042,718. The assignment includes the right to sue for and collect damages for past infringement of the mark. Simultaneous hereto, WEC is executing and tendering a short form assignment for recordation with the United States Patent and Trademark Office. WEC agrees to cooperate with Standard Industries in its efforts to record the change of ownership of the Alloway Mark and agrees to execute any other documentation reasonably necessary in association therewith.

2. WEC hereby represents and warrants that it is the owner of all right, title and interest in and to U.S. Registration No. 1,042,718 and that there are no existing licenses under the registration or for use of the ALLOWAY Mark.

3. Standard Industries hereby grants back to WEC a non-exclusive, royalty-free and fully-paid license to use the ALLOWAY Mark for a period of five (5) years as of the last day of execution below in conjunction with shredders and snow blowers, along with repair parts, associated tooling and fixtures.

4. WEC agrees that Standard Industries shall have the right and authority to monitor the use of the ALLOWAY Mark by WEC and the quality of goods provided by WEC under the Alloway Mark. Nothing contained in this Agreement shall prevent Standard Industries from using the ALLOWAY Mark in any field of use.

5. The parties hereto release each other from any and all claims and causes of action they may have relating to the subject matter hereof, including use of the ALLOWAY Mark.

IN TESTIMONY WHEREOF, witness the signatures of the parties to the Agreement.

WEC COMPANY

By: Mark A. Kullen

Its: VP and CFO

Date: 7/31/02

STANDARD INDUSTRIES, INC.

By: Gas J. Lepore

Its: PRESIDENT

Date: 7-31-02

Sworn to and subscribed before me this 31st day of July, 2002.

Mary Molmen
Notary Public



08-05-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

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IN TESTIMONY WHEREOF, witness the signatures of the parties to the Agreement.

WEC COMPANY

By: Mark A. Kullen
Its: VP and CFO
Date: 7/31/02

STANDARD INDUSTRIES, INC.

By: [Signature]
Its: PRESIDENT
Date: 7-31-02

Sworn to and subscribed before me this 31st day of July, 2002.

Mary Molmen
Notary Public