

03-19-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102394195

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ingersoll Holding Co. (a/k/a Ingersoll Products Company) 2.19.03 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox] No

2. Name and address of receiving party(ies) Name: Canyon Street Crossing Limited Liability Company Internal Address: Street Address: 1033 Walnut Street City: Boulder State: CO Zip: 80302 [checkboxes for Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Colorado limited liability company] If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: 01/16/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 656099; 988867; 754073; 2406848; 726468; 1289834; 2421817; 2153364 Additional number(s) attached [checkbox] Yes [checkbox] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: RUSSELL I. SHAPIRO Internal Address: LEVENFELD PEARLSTEIN 03/18/2003 DIAZI 00000137 502035 656099 40.00 CH 175.00 CH Street Address: 33 W. MONROE ST., 21ST FLOOR City: CHICAGO State: IL Zip: 60603

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41).....\$ 215.00 [checkbox] Enclosed [checkbox] Authorized to be charged to deposit account 8. Deposit account number: 502035

DO NOT USE THIS SPACE

9. Signature. RUSSELL I. SHAPIRO Signature Date 01-16-2003

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002693 FRAME: 0294

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between INGERSOLL HOLDING CO. (a/k/a Ingersoll Products Company), a Delaware corporation ("Assignor"), and CANYON STREET CROSSING LIMITED LIABILITY COMPANY, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of January 16, 2003 ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, and Assignee agreed to purchase, the Purchased Assets (as such term is defined in the Asset Purchase Agreement pursuant to which this Assignment is made) owned by the Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the U.S. federal trademark registrations as identified below (the "Marks") and the goodwill associated therewith:

United States Trademark	Registration Number	Registration Date
DURA-DISC	0656099	December 24, 1957
DURA-FACED	0988867	July 23, 1974
DURA-FLUTE	0754073	August 6, 1963
GOLD MEDAL	2406848	November 21, 2000
INGERSOLL	0726468	January 16, 1962
INGERSOLL & DESIGN	1289834	August 14, 1984
INGERSOLL GOLD MEDAL & DESIGN	2421817	January 16, 2001
VULCAN USA	2153364	April 28, 1998

and

WHEREAS, Assignee wished to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interests in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the

same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required: (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

5. Assignor hereby revokes all Powers of Attorney for the Marks on record with the United States Patent and Trademark Office and Assignee hereby appoints Leon I. Edelson, William C. Clarke, Russell I. Shapiro, and Aaron S. Kase, all attorneys duly licensed by the Supreme Court of Illinois, whose mailing address is LEVENFELD PEARLSTEIN, Post Office Box 0212, Chicago, Illinois 60690-0212, each with full power of substitution and revocation, to prosecute the Marks, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificates of Registration.

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same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

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