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

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

1. Name of conveying party(ies): Arrowhead Systems LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Arrowhead Conveyor Corporation
Internal
Address:
Street Address: 3255 Medalist Drive
City: Oshkosh State: WI Zip: 54902
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Wisconsin
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 07/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1257,166; 1257,165; 1256635; 1268209; 1,199338
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1257,166; 1257,165; 1256635; 1268209; 1,199338
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter J. Faust
Internal Address: O'Neil, Cannon & Hollman, S.C.
Street Address: 111 East Wisconsin Avenue
Suite 1400
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41) \$ 140.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Peter J. Faust
Name of Person Signing
Signature
Date 9/26/03
Total number of pages including cover sheet, attachments, and document: 4

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02 FC:0522

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

TRADEMARK
REEL: 002840 FRAME: 0523

**AMENDED AND RESTATED
TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT (this "Assignment") made and entered into as of this 30th day of July 2003, by Arrowhead Systems LLC (now known as AH Systems LLC), a Delaware limited liability company ("Assignor"), and Arrowhead Conveyor Corporation (formerly known as Conveyor Acquisition Corp.), a Wisconsin corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of March 4, 2003 (the "Agreement"), providing for the sale by Assignor of certain assets relating to a portion of the business of Assignor;

WHEREAS, in connection with the Agreement, Assignor assigned certain rights in intangible assets, including certain trademarks and service marks identified on the attached Schedule A ("Trademarks"), to Assignee pursuant to a Trademark Assignment dated March 4, 2004 (the "Original Assignment");

WHEREAS, the Original Assignment was not recorded with the U.S. Patent and Trademark Office pending the filing of the Articles of Amendment changing the names of Assignor and Assignee as indicated in the caption above;

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment as provided herein and record this Assignment with the U.S. Patent and Trademark Office.

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

TRADEMARKS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Assignor agrees to execute and deliver at the reasonable request of Assignee, any and all instruments, assignments and papers and to perform any other reasonable acts Assignee may require in order to consolidate, vest and record in Assignee, all of Assignor's rights, title and interest in and to the Trademarks.

GENERAL

SCHEDULE A

Trademarks

<u>Country Name</u>	<u>Filing Date</u>	<u>Application/ Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
U.S.A.	07/07/81	1257166	11/08/83	ARROW-FLEX & Design
U.S.A.	07/07/81	1257165	11/08/83	ARROW-LINE & Design
U.S.A.	07/07/81	1256635	11/08/83	ARROW-GLIDE (Stylized)
U.S.A.	07/07/81	1268209	02/21/84	SANI-TOP & Design
U.S.A.	07/07/81	1199338	06/29/82	Miscellaneous Design
Wisconsin				SANI-TOP
Wisconsin				ARROWHEAD CONVEYOR CO., INC.
Wisconsin				ARROW-FLEX
Wisconsin				ARROW LINE
Wisconsin				ARROW GLIDE