

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Custom Metal Products, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) July 1, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mayville Engineering Company, Inc.

Internal

Address: _____

Street Address: 715 South Street

City: Mayville

State: Wisconsin

Country: USA Zip: 53050

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other _____
- Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/271,897

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: William K. Baxter

Internal Address: GODFREY & KAHN, S.C.

Street Address: 780 N. Water Street

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: 414-273-3500

Fax Number: 414-273-5198

Email Address: wbaxter@qklaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number 07-1509
Authorized User Name William K. Baxter

9. Signature: William K. Baxter
Signature

September 16, 2004
Date

William K. Baxter

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

861800

700115129

TRADEMARK
REEL: 002939 FRAME: 0303

CH \$40.00 071509 78271897

TRADEMARK ASSIGNMENT

WHEREAS, Custom Metal Products, LLC, a Wisconsin limited liability company ("Assignor"), owns all right, title, and interest in the United States Trademark Application Serial Number 78/271,897 for the mark VELOCITY CENTER and all related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, Mayville Engineering Company, Inc., a Wisconsin corporation ("Assignee"), is acquiring certain of the assets of Assignor pursuant to a Purchase and Sale Agreement dated as of July 1, 2004, by and among Assignor, Assignee and Phoenix Coaters, LLC, a Wisconsin limited liability company (the "Purchase and Sale Agreement"); and

WHEREAS, in connection with the Purchase and Sale Agreement, Assignee is acquiring all rights throughout the world in and to the Trademark, any applications and registrations therefor, and any common law rights associated therewith, together with the goodwill of the business with which the Trademark has been used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase and Sale Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademark and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all right, title, and interest in and to the Trademark to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

CUSTOM METAL PRODUCTS, LLC

MAYVILLE ENGINEERING COMPANY, INC.

By:  _____

By:  _____

Name: Scott J. Yauck

Name: Timothy J. Clark

Title: President

Title: President

Date: 07/01/04

Date: 07/01/04

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