## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nextconveyor, Inc.		03/30/2007	CORPORATION: FLORIDA

### **RECEIVING PARTY DATA**

Name:	Arrowhead Conveyor Corporation
Street Address:	3255 Medalist Drive
City:	Oshkosh
State/Country:	WISCONSIN
Postal Code:	54903
Entity Type:	CORPORATION: WISCONSIN

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3218932	NEXTGEN

## **CORRESPONDENCE DATA**

Fax Number: (414)277-0656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-271-6560

Email: mkeipdocket@michaelbest.com
Correspondent Name: Michael Best & Friedrich LLP
Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Suite 3300

Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:	018049-9079 US00	
NAME OF SUBMITTER:	Gayle A. Bush	
Signature:	/gayle a. bush/	
Date:	05/14/2007	

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TRADEMARK

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Trademark Assignment**") is made as of March 30, 2007, by and between Nextconveyor, Inc., a corporation organized under the laws of Florida ("**Assignor**"), and Arrowhead Conveyor Corporation, a corporation organized under the laws of Wisconsin ("**Assignee**").

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, "Asset Purchase Agreement");

WHEREAS, as a condition of Closing of the transactions contemplated by the Asset Purchase Agreement, and as of March 30, 2007, Assignor assigned to Assignee all of Assignor's right, title and interest in and to the Proprietary Rights (as defined in the Asset Purchase Agreement), including the trademarks, services marks, trademark applications and service mark applications listed on Schedule A hereto, and all registrations and renewals thereof (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

**NOW THEREFORE**, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Definitions</u>. For purposes of this Trademark Assignment, capitalized terms shall have the meaning set forth in the body of this Trademark Assignment or the Asset Purchase Agreement.
- Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest in and to the Assigned Trademarks, and all goodwill connected with the use and symbolized by the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for past, present and future infringements and dilutions thereof, (c) grant licenses or other interests therein, (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof) and (e) all other rights of

- Appointment. Assignor hereby constitute and appoint Assignee, and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in each Assignor's name and stead, by, on behalf of and for the benefit of Assignee, and its successors and assigns, to demand and receive any and all of the Assigned Trademarks transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee, and it successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assigned Trademarks transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed, transferred and delivered, and to do all acts and things in relation to the Assigned Trademarks transferred hereunder that Assignee, and its successors and assigns, shall deem desirable.
- 4. <u>No Third Party Beneficiaries</u>. Nothing in this Trademark Assignment, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.
- 5. <u>Binding Effect; Assignment</u>. This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
- 6. <u>Governing Law</u>. This Trademark Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Florida, excluding conflicts-of-law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties he be executed as of the date first written above authorized.	ereto have caused this Trademark Assignment to be their respective officers thereunto duly
	By: Name: Title:
STATE OF Horios; ss.:	
On this 30 day of 100 2007, before me person being duly sworn, did depose and say that the for purposes and considerations so stated, and that the Net Conyey of the purpose in entering into state of the purpose and considerations are stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the for purposes and considerations so stated, and that the form of the purpose in entering in the state of the purpose of the p	egoing Trademark Assignment was made for
STATE OF )	
COUNTY OF : ss.:	
On this day of, 2007, before me person being duly sworn, did depose and say that the fore purposes and considerations so stated, and that he in entering into such	egoing Trademark Assignment was made for
	Notary Public:
	wy commission expires:

# **SCHEDULE A**

# ASSIGNED TRADEMARKS

Trademark	Registration No.
NEXTGEN	US 3,218,932

TRADEMARK
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**RECORDED: 05/14/2007**