

## 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
	Sidney Manufacturing Company, LLC		12/14/2012
			Entity Type
			LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	Arrow Acquisition, LLC		
Street Address:	10006 W. 108th Street		
City:	Lenexa		
State/Country:	KANSAS		
Postal Code:	66219		
Entity Type:	LIMITED LIABILITY COMPANY: KANSAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3268275	TIMBERLINE
CORRESPONDENCE DATA			
Fax Number:	8169838080		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	816-983-8000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	59221.7		
NAME OF SUBMITTER:	Kristine L. Kappel		
Signature:	/kristine l kappel/		

Date:

01/15/2013

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of December 14, 2012 (the "Effective Date"), by and between Sidney Manufacturing Company, LLC, Inc., an Iowa limited liability company located at 803 Indiana Street, Sidney, Iowa 51652 ("Sidney"), and Arrow Forklift Parts, LLC, a Missouri limited liability company located at 1620 Oakland Ave., Kansas City, Missouri 64126 ("Arrow Forklift") (each an "Assignor" and collectively "Assignors") and Arrow Acquisition, LLC, a Kansas limited liability company with an address at 10006 W. 108<sup>th</sup> Street, Lenexa, KS, 66219 ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated October 11, 2012, as amended by that certain Amendment to Asset Purchase Agreement dated as of November 2, 2012 and that certain Second Amendment to Asset Purchase Agreement dated as of November 16, 2012 (as amended, the "APA"), pursuant to which Assignors undertook to transfer, sell and convey to Assignee all of the Assets owned by Assignors, and, pursuant to the transactions contemplated by the APA, Sidney must transfer to Assignee its entire title, rights, interests, benefits and privileges in and to all trademarks specified on Exhibit A hereto (the "Sidney Marks") and Arrow Forklift must transfer to Assignee its entire title, rights, interests, benefits, and privileges in and to all trademarks specified on Exhibit B hereto (the "Arrow Forklift Marks" and collectively with the Sidney Marks, the "Marks"), together with the respective goodwill of the businesses symbolized by the respective Marks;

WHEREAS, each Assignor now wishes to assign its respective Marks to Assignee, and Assignee is desirous of acquiring the Marks from each Assignor, together with the goodwill of the businesses symbolized by such Marks;

WHEREAS, each Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of the Business; and

WHEREAS, capitalized terms used but not defined in this Trademark Assignment shall have the respective meanings ascribed to such terms in the APA.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Assignments.

(a) Sidney hereby assigns, transfers, and conveys to Assignee, as successor to the business of Sidney, and its successors, assigns and legal representatives, the whole entire right, title, and interest in and to the Sidney Marks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein.

(b) Arrow Forklift hereby assigns, transfers, and conveys to Assignee, as successor to the business of Arrow Forklift, and its successors, assigns and legal representatives, the whole entire right, title, and interest in and to the Arrow Forklift Marks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein.

2. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments and/or states to issue or transfer all of its respective registered Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Each Assignor covenants, agrees and undertakes to execute, wherever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Marks, all without further compensation to either Assignor.

4. Each Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which either Assignor has knowledge or possession relating to the Marks (and the business identified by the Marks), and to testify in any legal proceeding relating thereto.

5. Each Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Marks and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Marks that may have accrued in Assignor's favor up to the Effective Date. Each Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

**ASSIGNOR:**  
Sidney Manufacturing Company, LLC

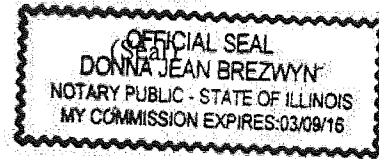
By: Patrick J. O'Malley  
Name: Patrick J. O'Malley  
Title: Designated Person

**NOTARIZATION**

On this 12<sup>th</sup> day of December, 2012, before me, the undersigned Notary Public, personally appeared Patrick J. O'Malley, proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Donna Jean Brezwyn  
Signature of Notary

My Commission Expires: 3/9/16



**ASSIGNOR:**  
Arrow Forklift Parts, LLC

By: \_\_\_\_\_  
Name: William A. Brandt, Jr.  
Title: Manager

**NOTARIZATION**

On this \_\_\_\_ day of December, 2012, before me, the undersigned Notary Public, personally appeared William A. Brandt, Jr., proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

(Seal)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

**ASSIGNOR:**  
Sidney Manufacturing Company, LLC

By: \_\_\_\_\_  
Name: Patrick J. O'Malley  
Title: Designated Person

NOTARIZATION

On this \_\_\_\_ day of December, 2012, before me, the undersigned Notary Public, personally appeared Patrick J. O'Malley, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

**ASSIGNOR:**  
Arrow Forklift Parts, LLC

By: William A. Brandt, Jr.  
Name: William A. Brandt, Jr.  
Title: Manager

NOTARIZATION

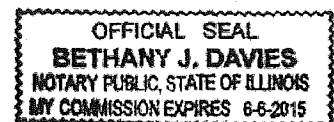
On this 12<sup>th</sup> day of December, 2012, before me, the undersigned Notary Public, personally appeared William A. Brandt, Jr., proved to me through satisfactory evidence of identification, which was/were personal acquaintance, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Bethany J. Davies  
Signature of Notary

(Seal)

My Commission Expires: 6 June 2015

KCP-4267122-4A



ASSIGNEE:  
Arrow Acquisition, LLC

By: [Signature]  
Name: Gregory L. Coe  
Title: Manager

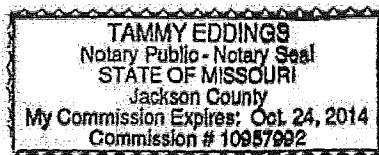
NOTARIZATION

On this 4th day of December 2012, before me, the undersigned Notary Public, personally appeared Gregory L. Coe proved to me through satisfactory evidence of identification, which was/were Drivers License (KS), to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]  
Signature of Notary

(Seal)

My Commission Expires: 10-24-2014



**Exhibit A**

**Sidney Marks**

<b>Trademark</b>	<b>Jurisdiction of Registration and Registration Number</b>	<b>Registration Date (if applicable)</b>
TIMBERLINE	United States Registration No. 3,268,275	July 24, 2007
GORILLA GRAPPLE	Common Law	
SIDNEY MANUFACTURING COMPANY	Common Law	



**Exhibit B**

**Arrow Forklift Marks**

ECONMOBILE MANUFACTURING COMPANY & DESIGN	United States Registration No. 1,248,635	August 16, 1983
AMH & design	Missouri Registration No. 015641	January 14, 2002
ARROW FORKLIFT PARTS	Common Law	
ARROW MATERIAL HANDLING PRODUCTS	Common Law	
BUDGET ATTACHMENT AND PARTS	Common Law	
BUDGET FORKLIFT PARTS	Common Law	
GENUINE FORKLIFT PARTS	Common Law	