

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
Quinstar Equipment Company, L.P.		01/31/2005	LIMITED PARTNERSHIP: KANSAS
RECEIVING PARTY DATA			
Name:	Orthman Manufacturing Inc.		
Street Address:	75765 Road 435		
Internal Address:	P.O. Box B		
City:	Lexington		
State/Country:	NEBRASKA		
Postal Code:	68850		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1554410	QUINSTAR	
CORRESPONDENCE DATA			
Fax Number:	(402)231-8556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-344-0500		
Email:	mrogers@bairdholm.com		
Correspondent Name:	Michael G. Rogers		
Address Line 1:	1500 Woodmen Tower		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Michael G. Rogers		
Signature:	/Michael G. Rogers/		
Date:	02/02/2005		

OP \$40.00 1554410

Total Attachments: 3
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ASSIGNMENT OF INTELLECTUAL PROPERTY ^{BS}

This Assignment of Intellectual Property is executed as of ~~January~~ ^{February} 1, 2005, from Quinstar Equipment Company, L.P., a Kansas limited partnership, ("Assignor") to and in favor of Orthman Manufacturing Inc., a Nebraska corporation ("Assignee").

WHEREAS, Assignor has adopted, used and was using until the date hereof certain trademarks, service marks, trade names, domain names, trade secrets, copyrights, patents and all other intellectual property rights and other proprietary information, processes and formulas, know-how, inventions, methodologies and new developments used in the Assignor's Business, as defined in the Asset Purchase Agreement between Assignor and Assignee executed December 23, 2004, as amended by an Amendment to Asset Purchase Agreement between Assignor and Assignee, dated ~~January~~ ^{February} 1, 2005, (together, the "Purchase Agreement") or otherwise necessary for the operation of the Business, as described on Exhibit A attached hereto (the "Intellectual Property").

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property in connection with the purchase of all the assets and properties held in connection with, necessary for, or material to the business and operations of the Business pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Intellectual Property, together with the goodwill of the business represented by the Intellectual Property. Assignor shall promptly execute, deliver, record and file any and all releases, affidavits, waivers and other documents, and take any additional actions that Assignee may reasonably request Assignor to execute, deliver, record, file or take in connection with the implementation of this Assignment of Intellectual Property.

Quinstar Equipment Company, L.P.,
a Kansas limited partnership

By: Inter-American Technologies Co., a
Delaware corporation, its general partner

By: 

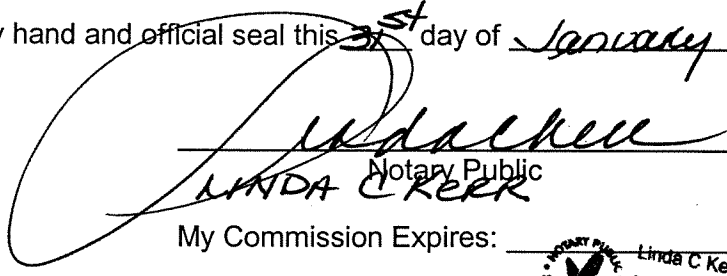
Title: Vice President

[ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF FLORIDA)
) ss:
COUNTY OF Miami-Dade)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ~~Peter Suarez~~ known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he had signed and delivered this instrument, as the duly authorized officer of Inter-American Technologies Co., in its capacity as general partner of Quinstar Equipment Company, L.P., and as his, and the corporation's, free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal this 31st day of January, 2005.



Notary Public
LINDA C KERR

My Commission Expires: _____

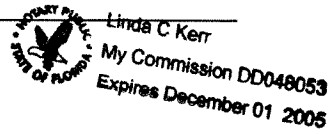


Exhibit A

1. Assignor has a Certificate of Registration for the mark "Quinstar" (Registration No. 1,554,410) registered with the U.S. Patent & Trademark Office September 5, 1989, for tillage machines for agricultural use.
2. Assignor has obtained a United States Patent for a "blade plow with vertically reciprocating blades", Patent No. 5,669,452, dated September 23, 1997.
3. Pursuant to the terms of this Assignment of Intellectual Property, Assignor assigns and transfers to Assignee all rights, title and interest in its common law trade names, trademarks, service marks, copyrights and other proprietary rights.

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