

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
Delaware Capital Formation, Inc.		12/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Clove Park Insurance Company
Street Address:	280 Park Avenue
Internal Address:	Floor 34 W
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 107

Property Type	Number	Word Mark
Registration Number:	2960379	APOLLO
Registration Number:	1168053	V.I.P. VERT-I-PACK
Registration Number:	997273	COMMANDER
Registration Number:	1324230	TRASH MANAGER
Registration Number:	1316550	RAM JET
Registration Number:	3204469	TIEGER
Registration Number:	3086723	GALAXY
Registration Number:	1397387	MARATHON
Registration Number:	3150128	RX SHREDDER
Registration Number:	3190999	PARTS 1 STOP
Registration Number:	861343	RAM-JET
Registration Number:	2972005	MINI-M.A.C.
Registration Number:	2960378	NEXGEN

CH \$2690.00 2960379

Registration Number:	2833836	MRS
Registration Number:	2911443	STOCK ROOM BALER BY MARATHON EQUIPMENT
Registration Number:	2628515	TS-2000
Registration Number:	3094372	NEXDOOR
Registration Number:	2273865	ATLAS
Registration Number:	2562928	SIGNATURE SERIES
Registration Number:	2444237	MARATHON
Registration Number:	3140312	RJ-250SC ULTRA
Registration Number:	2798193	BLOKPAK 3000
Registration Number:	1620854	CYCON LIFE-XTENDER
Registration Number:	2287495	GEMINI
Registration Number:	2236705	TRASHMINDER
Registration Number:	2064005	ROTARY RECYCLING EQUIPMENT
Registration Number:	1858116	FLEX-D-VIDER
Registration Number:	1689831	MARATHON
Registration Number:	1642596	QWIK CLEAN
Registration Number:	3286177	RAWHIDE SERIES
Registration Number:	1638167	TRASH COMMANDER
Registration Number:	1680763	TRASH CHECK
Registration Number:	1698279	VIP-LOCK
Serial Number:	78722003	N-PAN
Serial Number:	78619068	EZ TRAX
Serial Number:	76524660	MAESTRO
Serial Number:	77308912	TANK
Serial Number:	77309913	STREAMLINE
Serial Number:	77308894	PAK'NTAINER
Serial Number:	77309903	UNTOUCHABLE VIP
Serial Number:	77037283	PROSPECTOR
Serial Number:	78909367	ULTRA
Serial Number:	78909385	GREEN BUILT
Serial Number:	78583316	ELIMINATOR
Registration Number:	2472944	WATERJET
Registration Number:	1091370	CAP KOLD
Registration Number:	1514515	PARTICON
Registration Number:	2631296	PURESTEEM

Registration Number:	1680958	G
Registration Number:	2843942	SMARTSTEAM
Registration Number:	0891131	GROEN
Serial Number:	78827416	UNIFIED BRANDS
Registration Number:	3332154	UNIFIED BRANDS
Registration Number:	2745294	VORTEX
Registration Number:	3233505	CHINOOK VALUE VENTILATION
Registration Number:	3314419	UNIFIED BRANDS FOODSERVICE EQUIPMENT SOLUTIONS
Serial Number:	78711075	
Registration Number:	3259152	TAKU PREMIER VENTILATION
Registration Number:	3077386	ECLIPSE
Registration Number:	2907312	SMART STEAM
Registration Number:	1032188	RAPID RAIL
Registration Number:	0510917	HEIL
Serial Number:	76676508	HALF/PACK SIERRA
Registration Number:	0502668	HEIL
Serial Number:	76666721	HEIL THE WHEELS ARE ALWAYS TURNING
Registration Number:	3305236	MULTITASK SL
Registration Number:	2181895	HEIL
Registration Number:	2260344	HALF/PACK CLASSIC
Registration Number:	2806757	MULTIPACK
Serial Number:	76549625	PIRATE PARTS
Registration Number:	3062976	GOING THE EXTRA MILE FOR YOU!
Registration Number:	2151989	HEIL
Registration Number:	2113833	FORMULA
Registration Number:	2877341	PT 1000 TAILGATE
Registration Number:	1684375	SIEBERT
Registration Number:	2760515	POWERTRAK
Registration Number:	1508009	HALF/PACK
Registration Number:	1684376	K KALYN
Registration Number:	2763178	
Registration Number:	2542988	STARR
Registration Number:	2415535	BIG BITE
Registration Number:	2335735	DURAPACK
Registration Number:	2561521	PYTHON

Registration Number:	2059870	SMARTGUARD
Registration Number:	2570302	ROTARY
Registration Number:	2663972	GHS
Registration Number:	2629760	THE LIFT BUYER'S BIBLE
Registration Number:	2563436	ROTARY INBAY TECHNOLOGY
Registration Number:	2572078	GLOBAL HYDRAULIC SYSTEMS
Registration Number:	2477679	
Registration Number:	2704640	ROTARY ADVANTAGE LIFT SYSTEMS
Registration Number:	2639717	ROTARY LIFT
Registration Number:	2645850	ROTARY
Registration Number:	2631617	INBAY
Registration Number:	2096527	SMARTLIFT
Registration Number:	1489892	TRANSPO-LIFT SYSTEM
Registration Number:	0540645	ROTARY LIFT
Registration Number:	0556864	ROTARY
Registration Number:	3233413	FORWARD
Registration Number:	3178754	EROTARY
Registration Number:	3003875	ENVIROGUARD
Registration Number:	2979800	SERVALL
Serial Number:	78351694	RAI
Registration Number:	2932999	REVOLUTION
Registration Number:	2987334	REVOLUTION
Registration Number:	2989117	VEC VARIABLE EQUALIZED CONTROL
Registration Number:	1664727	ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (212)310-1659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-626-4557
Email: nyctrademarks@bakernet.com
Correspondent Name: Baker & McKenzie LLP
Address Line 1: 1114 Avenue of the Americas
Address Line 2: Lisa W. Rosaya
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	56184006.000002
NAME OF SUBMITTER:	Lisa W. Rosaya

Signature:

/lwr/

Date:

04/18/2008

Total Attachments: 23

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ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **DELAWARE CAPITAL FORMATION, INC.**, a Delaware corporation, with offices at 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **CLOVE PARK INSURANCE COMPANY**, a New York corporation, with offices at 280 Park Avenue, Floor 34W, New York, NY 10017 ("Assignee"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein throughout the world set forth on Schedule A attached hereto, together with the goodwill associated therewith, (the "Trademarks").

To be held and enjoyed by Assignee, along with the portion of the business of Assignor to which the Trademarks pertain, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignee had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors or assigns.

The effective date of this Assignment is December 31, 2007. From and after said date, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

[Signature page follows]

DELAWARE CAPITAL FORMATION, INC.

By Amy Ward
Name: Amy Ward
Title: PRESIDENT

Schedule A

TRADEMARKS

(Marathon Equipment Company (Delaware))

COUNTRY	TRADEMARK ID	REGISTRATION #	REGISTERED	SERIAL #	FILED DATE	MARK
United States	T4817	2960379	07-Jun-05	76-523627	18-Jun-03	APOLLO
United States	T1664	1168053	08-Sep-81	73-227456	14-Aug-79	V.I.P. VERT-I-PACK and Design
United States	T1667	997273	05-Nov-74	73-001051	17-Sep-73	COMMANDER
United States	T5019			78-722003	28-Sep-05	N-PAN Block Letters
United States	T2691	1324230	12-Mar-85	73-471237	20-Mar-84	TRASH MANAGER
United States	T2692	1316550	29-Jan-85	73-438840	11-Aug-83	RAM JET and Design
United States	T4806			78-583316	09-Mar-05	ELIMINATOR Block Letters
United States	T4769	3204469	30-Jan-07	78-528055	07-Dec-04	TIEGER Block Letters
United States	T4740	3086723	25-Apr-06	78-548932	18-Jan-05	GALAXY Block Letters
United States	T1659	1397387	17-Jun-86	73-562329	09-Oct-85	MARATHON and Design
United States	T4738	3150128	26-Sep-06	78-477146	01-Sep-04	RX SHREDDER Block Letters
United States	T4870			78-619068	28-Apr-05	EZ TRAX Block Letters
United States	T4582	3190999	02-Jan-07	78/486483	20-Sep-04	Parts 1 Stop and design
United States	T2693	861343	03-Dec-68	72-280126	11-Sep-67	RAM-JET
United States	T4195	2972005	19-Jul-05	76-525921	24-Jun-03	MINI-M.A.C.
United States	T4157			76-524660	19-Jun-03	MAESTRO
United States	T4154	2980378	07-Jun-05	76-523626	18-Jun-03	NEXGEN
United States	T3627	2833836	20-Apr-04	76-469512	14-Nov-02	MRS
United States	T3632	2911443	14-Dec-04	76-468506	08-Nov-02	STOCK ROOM BALER BY
United States	T5705			77-308912	19-Oct-07	TANK Block Letters
United States	T1584	2628515	01-Oct-02	75-459844	31-Mar-98	TS-2000
United States	T4739	3094372	16-May-06	78-548927	18-Jan-05	NEXDOOR Block Letters
United States	T1594	2273865	31-Aug-99	75-441253	26-Feb-98	ATLAS
United States	T5704			77-309913	22-Oct-07	STREAMLINE Block Letters
United States	T5703			77-308894	19-Oct-07	PAK'NTAINER Block Letters
United States	T1585	2562928	23-Apr-02	75-904665	28-Jan-00	SIGNATURE SERIES
United States	T5701			77-309903	22-Oct-07	UNTOUCHABLE VIP Block
United States	T1586	2444237	17-Apr-01	75-904666	28-Jan-00	MARATHON
United States	T4781	3140312	05-Sep-06	78-533109	15-Dec-04	RJ-250SC ULTRA Block Letters
United States	T1588	2798193	23-Dec-03	76-061079	02-Jun-00	BLOKPAK 3000
United States	T1656	1620854	06-Nov-90	74-023776	29-Jan-90	CYCON LIFE-XTENDER and
United States	T1602	2287495	19-Oct-99	75-494776	02-Jun-98	GEMINI
United States	T1614	2236705	06-Apr-99	75-427867	02-Feb-98	TRASHMINDER
United States	T1620	2064005	20-May-97	74-729391	15-Sep-95	ROTARY RECYCLING
United States	T1641	1858116	11-Oct-94	74-405132	21-Jun-93	FLEX-D-VIDER
United States	T1642	1689831	02-Jun-92	74-193032	09-Aug-91	MARATHON
United States	T1651	1642596	30-Apr-91	74-042370	22-Mar-90	QWIK CLEAN
United States	T5104	3286177	28-Aug-07	78-884873	16-May-06	RAWHIDE SERIES Block Letters
United States	T5195			77-037283	06-Nov-06	PROSPECTOR Block Letters
United States	T1654	1638167	19-Mar-91	74-038432	14-Mar-90	TRASH COMMANDER and
United States	T1653	1680763	24-Mar-92	74-042327	22-Mar-90	TRASH CHECK
United States	T5139			78-909367	15-Jun-06	ULTRA Block Letters
United States	T1652	1698279	30-Jun-92	74-042357	22-Mar-90	VIP-LOCK
United States	T5138			78-909385	15-Jun-06	GREEN BUILT Block Letters
United Kingdom	T4939	2394154	02-Dec-05	2394154	13-Jun-05	TIEGER
United Arab	T1707			34533		MARATHON & Design
Taiwan	T1695	896674	16-Jan-00	896674		MARATHON & Design
Taiwan	T3939	907281	01-Oct-00			Marathon & Design
Taiwan	T2876	853324	01-Jun-99	8723759		Marathon & design
Singapore	T1688			20-Jul-98	T98/07308A	MARATHON & Design
Saudi Arabia	T4522	659/78	13-Aug-00	65985	17-Nov-02	Marathon & Design
Qatar	T4960			36148	23-Jun-05	Marathon
Qatar	T4959			36147	23-Jun-05	Marathon
Qatar	T4486			36146	23-Jun-05	Marathon
Not Known	T3658	Unregistered				THE WORLD LEADER IN
Not Known	T3667	Unregistered				ROTARY RECYCLER
Not Known	T3671	Unregistered				MULTI-OPTION RECYCLER
Not Known	T3672	Unregistered				GET "MOR" FOR YOUR
Not Known	T3670	Unregistered				THE TRANSFER SYSTEM
Not Known	T3669	Unregistered				MAKE YOUR LIQUID WASTE

COUNTRY	TRADEMARK ID	REGISTRATION #	REGISTERED	SERIAL #	FILED DATE	MARK
Not Known	T3688		Unregistered			M.I.S.E.R. MARATHON
Not Known	T3686		Unregistered			BUBBLE-GATE
Not Known	T3685		Unregistered			BLOK PAK
Not Known	T3684		Unregistered			CYCON
Not Known	T3683		Unregistered			PAK'NTAINER
Not Known	T3682		Unregistered			UNTOUCHABLE VIP
Not Known	T3661		Unregistered			VERT-I-PACK
Not Known	T3659		Unregistered			Stock Room Baler (and design)
Not Known	T3678		Unregistered			TANK
Not Known	T3673		Unregistered			THE KEY
Not Known	T3680		Unregistered			VIP/PAK'NTAINER
Not Known	T3704		Unregistered			STRESS ENGINEERED
Not Known	T3676		Unregistered			WORLD CLASS
Not Known	T3674		Unregistered			SUPERIOR IN DESIGN AND
Not Known	T3705		Unregistered			ATLAS ET
Not Known	T3703		Unregistered			RAMPRO and design
Not Known	T3702		Unregistered			GEMINI-XTREME
Not Known	T3701		Unregistered			Marathon Equipment
Not Known	T3689		Unregistered			NEXT-GEN
Not Known	T3688		Unregistered			OVERALL SOLUTIONS
Not Known	T3687		Unregistered			VIP-LOCK
Not Known	T3685		Unregistered			STREAMLINE and design
Not Known	T3684		Unregistered			TRASH CHECK
Not Known	T3683		Unregistered			STREAMLINE SERIES
Not Known	T3682		Unregistered			XSTREAM SERIES
Not Known	T3681		Unregistered			M SERIES
Not Known	T3680		Unregistered			DC SERIES
Not Known	T3679		Unregistered			VALUE LINE SERIES
Not Known	T3675		Unregistered			IF YOU PRODUCE IT, WE CAN
Not Known	T3677		Unregistered			TRASH COMMANDER SERIES
Not Known	T3686		Unregistered			DRC (for the dual recycling
New Zealand	T1682	310133		20-Dec-99 310133	25-May-99	MARATHON & Design
Mexico	T4953	895285		18-Aug-05 723189	15-Jun-05	RJ-250SC ULTRA Block Letters
Mexico	T5246	975673		08-Mar-07 823594	06-Dec-06	Green Built
Mexico	T1710	935268		29-May-06 465305	10-Jan-01	MARATHON and Design
Mexico	T5291			836156	14-Feb-07	RAZ-R
Mexico	T5244	973194		21-Feb-07 820053	16-Nov-06	Rawhide Series
Mexico	T5031	892799		27-Jul-05 723192	15-Jun-05	Tieger
Mexico	T5702			877381	23-Aug-07	Ram Jet
Mexico	T5352	991561		29-Jun-07 851470	27-Apr-07	Prospector
Mexico	T5245			823695	06-Dec-06	Ultra
Malaysia	T1679			99/00760		MARATHON & Design
Malaysia	T1680			99/00761		MARATHON & Design
Malaysia	T1681	99000762		12-Apr-07 99/00762	30-Jan-99	MARATHON & Design
Kuwait	T4530	56094		20-Sep-05 67569	06-Dec-04	Marathon
Korea, North	T1711	0455300		21-Sep-99 98-14586		MARATHON & Design
Indonesia	T1678	440427		23-Feb-00 D98-10502	17-Jun-98	MARATHON & Design
India	T1677	800640		800640		MARATHON & Design
India	T5372	800639				Marathon and design
India	T5371	800638		30-Apr-98		Marathon & design
Hong Kong	T1709					MARATHON & Design
European	T2694	217877		11-Sep-98 217877	01-Apr-96	MARATHON and Design
Costa Rica	T1675					MARATHON & Design
China	T1674	1605800		2000004040		MARATHON & Design
Chile	T1673					MARATHON & Design
Canada	T5346			1345568	30-Apr-07	Prospector
Canada	T5093	TMA383988		03-May-91 0651673	02-Mar-90	Trash Manager
Canada	T5243			1324225	15-Nov-06	Rawhide Series
Canada	T5242			1326913	06-Dec-06	Green Built
Canada	T5194			1310489	25-Jul-06	RAZ-R
Canada	T5092	TMA380580		22-Feb-91 0651734	02-Mar-90	RAMJET and Design
Canada	T5091	TMA397536		24-Apr-92 0662540	23-Jul-90	Qwik Clean
Canada	T5090	TMA384675		17-May-91 0651684	02-Mar-90	Marathon & Design

COUNTRY	TRADEMARK ID	REGISTRATION #	REGISTERED	SERIAL #	FILED DATE	MARK
Canada	T5089	TMA394695	28-Feb-92	0651742	02-Mar-90	Vert-I-Pak and design
Canada	T4968			1252018	14-Jun-05	Tieger
Canada	T2681	TMA503184	28-Oct-98	0828714	14-Nov-96	VIP-LOCK
Canada	T2684	TMA424480	04-Mar-94	0662542	23-Jul-90	TRASH CHECK
Canada	T2686	TMA441996	21-Apr-95	0661620	17-Jul-90	HY/PRESS
Canada	T2687	TMA442245	28-Apr-95	0680442	20-Jun-90	TRASH COMMANDER and
Canada	T2688	TMA392686	10-Jan-92	0660440	20-Jun-90	CYCON and Design
Canada	T4874			1249986	28-Feb-05	RX Shredder
Canada	T4970			1262603	15-Jun-05	RJ-250SC ULTRA
Brazil	T1672			821661337		MARATHON & Design
Australia	T1670	795234	25-May-99	795234	25-May-99	MARATHON & Design
Argentina	T1669			2214947		MARATHON & Design

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **DELAWARE CAPITAL FORMATION, INC.**, a Delaware corporation, with offices at 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **CLOVE PARK INSURANCE COMPANY**, a New York corporation, with offices at 280 Park Avenue, Floor 34W, New York, NY 10017 ("Assignee"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein throughout the world set forth on Schedule A attached hereto, together with the goodwill associated therewith, (the "Trademarks").

To be held and enjoyed by Assignee, along with the portion of the business of Assignor to which the Trademarks pertain, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignee had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors or assigns.

The effective date of this Assignment is December 31, 2007. From and after said date, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

[Signature page follows]

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward
Name: Amy Ward
Title: PRESIDENT

Schedule A

TRADEMARKS
(Unified Brands, Inc.)

COUNTRY	TRADEMARK ID	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	T3690	unregistered				Groen's Cookin' Now (and design)
United States	T104	2472944				20-Oct-99 WATERJET and Design
United States	T134	1091370		31-Jul-01 75-827642		25-May-77 CAP KOLD
United States	T276	1514515		16-May-78 73-126343		28-Mar-88 PARTICON
United States	T2898	2631296		29-Nov-88 73-718870		15-Oct-01 PURESTEEM
United States	T310	1680958		08-Oct-02 76-325406		07-Jun-90 G Stylized Letters
United States	T3579	2843942		31-Mar-92 74-066625		01-Oct-02 SMARTSTEAM
United States	T689	891131		18-May-04 78-169733		16-Sep-68 GROEN
United States	T3691	unregistered				HyPerSteam
United States	T3692	unregistered				HyPlus
United States	T3693	unregistered				Groen Direct (and design)
United States	T3694	unregistered				Boilerless
United States	T3695	unregistered				Groen Marketing Services
United States	T3696	unregistered				Convection Combo
United States	T5188			78-827416		02-Mar-06 UNIFIED BRANDS and Design
United States	T5191	3332154		06-Nov-07 78-826150		01-Mar-06 UNIFIED BRANDS Block Letters
United States	T3289	2745294		29-Jul-03 78-126816		07-May-02 VORTEX
United States	T5308	3233505		24-Apr-07 78-960854		25-Aug-06 CHINOOK VALUE VENTILATION and Design
United States	T5178	3314419		16-Oct-07 78-827446		02-Mar-06 EQUIPMENT SOLUTIONS and Design
United States	T5027			78-711075		12-Sep-05 DESIGN ONLY
United States	T4540	3259152		03-Jul-07 78-452611		19-Jul-04 TAKU PREMIER VENTILATION and Design
United States	T3699	unregistered				Steam Gets Smart.
United States	T4235	3077386		04-Apr-06 78-282889		04-Aug-03 ECLIPSE
United States	T3995	2907312		30-Nov-04 78-236258		10-Apr-03 SMART STEAM and Design
United States	T3700	unregistered				CapKold design
United States	T3698	unregistered				Cooking.
United States	T4371	8911310		88911310		
United States	T3697	unregistered				AutoCLEAN
United Kingdom	T1013	1223091		05-Nov-86 1223091		19-Jul-84 CAP KOLD
Switzerland	T1275	P 333730		24-Sep-84 1984 3965		20-Jul-84 CAPKOLD
Spain	T1401	1965700M5		06-Nov-95 1965700M5		17-May-95 CAPKOLD (stylized letters)
Spain	T1406	NA		20-Mar-85 1077687_M		03-Aug-84 CAPKOLD
Japan	T1271	927604				Groen & Design
Japan	T1276	938049				Groen (English)
Japan	T1273			109105/84		15-Oct-84 CAPKOLD
Japan	T1270	909136				Groen & Design
Italy	T1272			35456 C/84		28-Aug-84 CAPKOLD
Germany	T1466	1081265		02-Sep-85 D 40017		27-Jul-84 CAPKOLD
France	T1423	1280381		710345		26-Jul-84 CAP KOLD
Denmark	T1437	1986 117 VR		03-Jan-86 VA		15-Oct-84 CAP KOLD
Canada	T1055	TMA174323		12-Feb-71 0316753		09-Oct-68 GROEN
Canada	T1482	TMA326724		24-Apr-87 0554790		31-Dec-85 G Groen and Design

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **DELAWARE CAPITAL FORMATION, INC.**, a Delaware corporation, with offices at 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **CLOVE PARK INSURANCE COMPANY**, a New York corporation, with offices at 280 Park Avenue, Floor 34W, New York, NY 10017 ("Assignee"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

the trademarks, service marks, trade names, logos, insignias, designs and other proprietary interests therein throughout the world set forth on Schedule A attached hereto, together with the goodwill associated therewith, (the "Trademarks").

To be held and enjoyed by Assignee, along with the portion of the business of Assignor to which the Trademarks pertain, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignee had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favor of Assignor heretofore accrued or hereafter accruing by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors or assigns.

The effective date of this Assignment is December 31, 2007. From and after said date, Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances and assignments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

[Signature page follows]

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward
Name: AMY WARD
Title: PRESIDENT

Schedule A

TRADEMARKS

(Rotary Lift Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
WIPO	930072	20-Jun-07			Rotary Lift
WIPO	928521	20-Jun-07			ROTARY et element figuratif (and design)
Vietnam			928521	20-Jun-07	Rotary & design
Vietnam			930072	20-Jun-07	Rotary Lift
Uruguay	216911	30-Nov-66			ROTARY
United States	unregistered				FAST SERVICE
United States	unregistered				LIFT YOUR PROFITS
United States	unregistered				INSIST ON USING ONLY RAIs and design
United States	unregistered				RIA
United States	unregistered				EASY ACCESS
United States	unregistered				LIQUID DETECTION SYSTEM
United States	unregistered				VERSALIFT
United States	unregistered				FUTURE KIT
United States	2059870	06-May-97	74-687515	12-Jun-95	SMARTGUARD
United States	unregistered				COMPLETION KIT
United States	unregistered				RELOCATION KIT
United States	unregistered				VL SERIES
United States	unregistered				HP SERIES
United States	unregistered				I SERIES
United States	unregistered				WE'LL LIFT YOUR BABY
United States	unregistered				LIQUID DETECTION SYSTEM and design
United States	2570302	14-May-02	78-078597	10-Aug-01	ROTARY and Design
United States	2663972	17-Dec-02	76-051264	18-May-00	GHS and Design
United States	2629760	08-Oct-02	75-851750	17-Nov-99	THE LIFT BUYER'S BIBLE and Design
United States	2563436	23-Apr-02	76-184798	21-Dec-00	ROTARY INBAY TECHNOLOGY AND DESIGN
United States	2572078	21-May-02	76-051263	18-May-00	GLOBAL HYDRAULIC SYSTEMS
United States				15-Mar-01	Miscellaneous Design
United States	2477679	14-Aug-01	76-013347	30-Mar-00	BONNET)
United States	unregistered				1-800-445-LIFT
United States	2704640	08-Apr-03	78-076395	30-Jul-01	Design
United States	unregistered				WORLD LEADER IN LIFT PRODUCTIVITY
United States	2639717	22-Oct-02	78-078636	10-Aug-01	ROTARY LIFT
United States	2645850	05-Nov-02	78-078594	10-Aug-01	ROTARY in typed form
United States	2631617	08-Oct-02	76-361483	22-Jan-02	INBAY
United States	unregistered				VLX SERIES
United States	2096527	16-Sep-97	75-028043	01-Dec-95	SMARTLIFT
United States	unregistered				VEC
United States	1489892	31-May-88	73/666433	15-Jun-87	TRANSPO-LIFT SYSTEM
United States	540645	10-Apr-51	71-539904	01-Nov-47	ROTARY LIFT (Stylized)
United States	unregistered				VM SERIES
United States	unregistered				ENVIROGUARD
United States	556864	01-Apr-52	71-583619	17-Aug-49	ROTARY Stylized Letters
United States	3233413	24-Apr-07	78-918065	27-Jun-06	FORWARD Block Letters
United States	3178754	28-Nov-06	78-693911	16-Aug-05	EROTARY Block Letters
United States	3003875	04-Oct-05	78-383526	12-Mar-04	ENVIROGUARD Block Letters
United States	2979800	26-Jul-05	78-360884	02-Feb-04	SERVALL Block Letters
United States			78-351694	14-Jan-04	RAI Block Letters
United States	2932999	15-Mar-05	78-352804	16-Jan-04	REVOLUTION Block Letters
United States	2987334	23-Aug-05	78-353557	19-Jan-04	REVOLUTION and Design
United States	unregistered				FORKLIFTER
United States	unregistered				Turflift
United States	unregistered				Universal Saddle Adapters

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	unregistered				ROTARY GENUINE PARTS (logo and design)
United States	unregistered				LIMO LIFT
United States	unregistered				ROTARY UNIVERSITY
United States	2989117	30-Aug-05	78-351854	14-Jan-04	Design
United Kingdom	2015978	11-Feb-00	2015978	30-Mar-95	ROTARY and design
Thailand	Kor105635	20-Dec-95		28-Oct-99	ROTARY
Switzerland	393147	10-May-51		10-May-91	ROTARY and design
Singapore			930072	20-Jun-07	Rotary Lift
Singapore			928521	20-Jun-07	Rotary and design
Federation			928521	20-Jun-07	Rotary and design
Federation			930072	20-Jun-07	Rotary Lift
Peru	00064512	28-Jun-00			ROTARY
Mexico	68382	07-Mar-91		07-Mar-51	ROTARY (stylized)
Mexico	784620	24-Mar-03	588596	17-Feb-03	Rotary Lift (typed format)
Malaysia	01008911	24-Sep-03	2001/08911	08-Aug-01	ROTARY
Korea, South	389641	06-Jan-98	50-2007-14745		ROTARY
Japan	2708739	31-Jul-95	H03-049731	16-May-91	ROTARY
Italy	747493	14-May-98	MILANO	23-Feb-96	ROTARY e elemento figurativo (and Design)
Italy			841 2006 RM	14-Feb-06	ROTARY e elemento figurativo (and Design)
Indonesia	488755			29-Aug-01	ROTARY
Indonesia					ROTARY and Design
Germany	39528099	23-Apr-96	39528099 0	08-Jul-95	ROTARY und Bild (and design)
European			930072	20-Jun-07	Rotary Lift
European	1476761	04-Sep-07	1476761	26-Jan-00	ROTARY and Design
China			2000006146	14-Jan-00	ROTARY (Stylized)
China					ROTARY in Chinese characters
Chile	7/9/03	15-Apr-93	602.796		ROTARY and design
Chile	659.200	03-Mar-03	588.869	15-Nov-02	ROTARY
Canada	TMA100970	08-Jul-55	0226937	06-Oct-54	ROTARY and Design
Canada			1185040	21-Jul-03	ROTARY LIFT
Brazil				04-Oct-07	Rotary Lift
Brazil				04-Oct-07	Rotary and design
Australia			930072	20-Jun-07	Rotary Lift
Australia			1190856	20-Jun-07	Rotary and design

TRADEMARK
(Rotary Lift Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	1664727	19-Nov-91	74-142777	27-Feb-91	ADVANTAGE (TEXT)

ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **DELAWARE CAPITAL FORMATION, INC.**, a Delaware corporation, with offices at 501 Silverside Road, Suite 5, Wilmington, DE 19809 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received from **CLOVE PARK INSURANCE COMPANY**, a New York corporation, with offices at 280 Park Avenue, Floor 34W, New York, NY 10017 ("Assignee"), does hereby assign, transfer, deliver and set over to Assignee and Assignee's successors and assigns forever, and Assignee hereby acquires from Assignor, all of Assignor's right, title and interest in and to:

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IN TESTIMONY WHEREOF, Assignor has caused these presents to be executed.

[Signature page follows]

DELAWARE CAPITAL FORMATION, INC.

By: Amy Ward
Name: Amy Ward
Title: President

Schedule A

TRADEMARKS
(The Heil Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
Vietnam	29411	28-Jan-99	35090	31-Jul-97	HEIL
Vietnam	29413	28-Jan-99	35092	31-Jul-97	HEIL and Design
Vietnam	29412	28-Jan-99	35091	31-Jul-97	HEIL and Design
Venezuela					Heil
Venezuela	132682F	28-Jan-88			Heil (and Design)
United States	unregistered				1-800-824-HEIL
United States	unregistered				IDEAS FROM HEIL ENGINEERING
United States	unregistered				HEIL CAN MAKE IT HAPPEN!
United States	unregistered				336 PROTECTION PACKAGE
United States	unregistered				RUN WITH HEIL BODIES AND HOISTS
United States	unregistered				OTHERS RUN AMUCK.
United States	unregistered				TIME SAVER
United States	unregistered				Design of the Snake on the Python Lift and design
United States	unregistered				THE FUTURE OF RECYCLING...TODAY
United States	unregistered				HPT
United States	unregistered				SL
United States	unregistered				SPEC YOUR OWN
United States	unregistered				WAY YOU WORK.
United States	unregistered				TIME SAVER TARP SYSTEM
United States	unregistered				POWERTRAK™
United States	2113833	18-Nov-97	75-163197	04-Sep-96	FORMULA
United States	2877341	24-Aug-04	78-243403	29-Apr-03	PT 1000 TAILGATE
United States	domain name				partsinc.com
United States	domain name				heil.com
United States	domain name				heilco.com
United States	unregistered				AUTOLIFT
United States	unregistered				BUILT TOUGH ... COUNT ON IT.
United States	unregistered				PT 1000
United States	unregistered				EXPECTATIONS
United States	unregistered				THINK HEIL THINK AGAIN
United States	unregistered				HEIL INNOVATION STRIKES AGAIN
United States	unregistered				Design of Squiggly H (burgundy)
United States	unregistered				Parts Inc. & design
United States	unregistered				truck will sort of work.
United States	unregistered				BEAUTY IN THE BEAST
United States	unregistered				POWERTRAK™ COMMERCIAL
United States	1684375	28-Apr-92	74-172077	03-Jun-91	SIEBERT and Design
United States	unregistered				LOADER CONVENIENCE
United States	Unregistered				DOWN.
United States	Unregistered				H.E.I.L.
United States	Unregistered				Design
United States	2760515	02-Sep-03	78-192965	10-Dec-02	POWERTRAK
United States	Unregistered				SELECT REWORKS™
United States	1508009	11-Oct-88	73-469050	07-Mar-84	HALF/PACK
United States	Unregistered				SELECT REMOUNTS™
United States	1684376	28-Apr-92	74-172136	03-Jun-91	K KALYN and Design
United States	2763178	16-Sep-03	76-115065	23-Aug-00	DESIGN ONLY
United States	2542988	26-Feb-02	76-258371	17-May-01	STARR
United States	2415535	26-Dec-00	75-811293	29-Sep-99	Big Bite
United States	2335735	28-Mar-00	75-690977	26-Apr-99	DURAPACK
United States	2561521	16-Apr-02	76-162634	10-Nov-00	PYTHON
United States	domain name	19-Dec-01			Heil.biz
United States	unregistered				SHUR-LOCK™

TRADEMARKS
(The Heil Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
United States	unregistered				TRUCKS THAT WORK
United States	unregistered				DUAL SWING-LINK
United States	unregistered				PASS [®] COLLECTION
United States	unregistered				C.A.R.T.S.™
United States	unregistered				SELECT-O-PACK™
United States	Unregistered				OPERATE-IN-GEAR-AT-IDLE™
United States	unregistered				AUTO-PACK™
United States	unregistered				VERSATILITY
United States	unregistered				SATELLITE
United States	unregistered				RECYCLE 2000™
United States	Unregistered				READY TRUCK™
United States	Unregistered				IT'S THE LEASE YOU CAN DO.
United States	Unregistered				CLASSIC BLUE CREDIT
United States	Unregistered				TODAY... FOR YOUR FRONT LINE FLEET
United States	unregistered				POWERLIFT™
United States	1032188	03-Feb-76	73-029608	15-Aug-74	RAPID RAIL Stylized Letters
United States	510917	14-Jun-49	71-538638	22-Oct-47	HEIL
United States			76-676508	07-May-07	HALF/PACK SIERRA Block Letters
United States	502668	05-Oct-48	71-538637	22-Oct-47	HEIL
United States			76-666721	28-Sep-06	TURNING Block Letters
United States	unregistered				Bite™ printed in its mouth
United States	3305236	09-Oct-07	76-670133	08-Dec-06	MULTITASK SL Block Letters
United States	2181895	18-Aug-98	75-223193	08-Jan-97	HEIL
United States	2260344	13-Jul-99	75-339662	12-Aug-97	HALF/PACK CLASSIC
United States	2806757	20-Jan-04	78-225295	13-Mar-03	MULTIPACK
United States			76-549625	22-Sep-03	PIRATE PARTS
United States	3062976	28-Feb-06	78-548480	17-Jan-05	Block Letters
United States	2151989	21-Apr-98	75-206905	25-Nov-96	HEIL and Design
United Kingdom	2165051	27-Apr-98	2165051	27-Apr-98	HEIL POWERLINK (STYLIZED)
United Kingdom	2195968	14-Sep-01	2195968	28-Apr-99	BIG BITE
United Kingdom	2298319	15-Nov-02	2298319	18-Apr-02	HEIL POWERTRAK and design
United Kingdom	2051084A	26-Sep-97	2051084A	13-Jan-96	BIG BITE
United Kingdom	2118916	14-Aug-98	2118916	17-Dec-96	HEIL and design
United Kingdom	2118913	19-Sep-97	2118913	17-Dec-96	HEIL
United Kingdom	1080725	07-Jul-77	1080725	07-Jul-77	THOMPSON
Thailand			565901	17-Sep-04	Heil
Thailand	TM228599	25-Oct-05	565902	17-Sep-04	Heil and oval design
Taiwan	790798	01-Feb-98			HEIL
Taiwan	102449	01-Sep-98	86-7460		HEIL and Oval Design
Taiwan	790831	01-Feb-98			HEIL & OVAL DESIGN
Taiwan	86-7460	01-Sep-98	102450		HEIL
Switzerland	P 332725			07-Mar-84	RAPID RAIL and design
Sweden	328617	23-Oct-98	199704078	25-Apr-97	HEIL
Sweden	328592	23-Oct-98	199702173	03-Mar-97	HEIL DESIGN ONLY
Spain	2123384	20-Apr-98	2123384_M	31-Oct-97	HEIL
Spain	2130284	20-May-98	2130284_M	04-Dec-97	HEIL and logo
South Africa (Zaire)	96/17374	16-Jan-01		04-Dec-96	Heil
South Africa (Zaire)	96/17444	05-Dec-96		05-Dec-96	HEIL and oval design
Singapore	T04/00428E	15-Jan-04	T04/00428E	15-Jan-04	Heil and oval design
Singapore	T04/00427G	15-Jan-04	T04/00427G	15-Jan-04	Heil
Puerto Rico	67456	19-Apr-06		18-Oct-05	Heil and design
Puerto Rico	67454	21-Apr-06		18-Oct-05	Heil
Philippines	4-1997-123684	27-Feb-02	123684	15-Aug-97	HEIL and oval design
Philippines	4-1997-123685	18-Jan-04	123685	15-Aug-97	HEIL and oval design

TRADEMARKS
(The Heil Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
Philippines	4-1997-123683	26-Jul-02	123683	15-Aug-97	Heil
Philippines	4-1997-123682	18-Oct-01	123682	15-Aug-97	Heil
Norway	121238	06-Jun-85	19840862	12-Mar-84	RAPID RAIL and Design
Mexico	570316	24-Feb-98	287178	17-Feb-97	HEIL and Design
Malaysia	97004359	12-Mar-97	4359/97	05-Apr-97	HEIL and oval design
Malaysia	97002417	12-Mar-03	2417/97	28-Feb-97	POWERLINK
Malaysia	97004333	20-Mar-01	4333/97	04-Apr-97	HEIL
Korea, South	4004208420000	11-Sep-98	4019970035509	30-Jul-97	HEIL and design
Korea, South	4100528760000	29-Jan-99	4119970010512	30-Jul-97	HEIL and design
Korea, South	4100506710000	11-Dec-98	4119970010511	30-Jul-97	HEIL
Korea, North	420842	11-Sep-98	97-035509		HEIL AND OVAL DESIGN
Korea, North	420841	11-Sep-98	97-035508		HEIL
Japan			H09-145267	05-Aug-97	HEIL
Japan	4334950	12-Nov-99	H09-143429	31-Jul-97	HEIL and Oval Design
Japan	9-143267				HEIL & OVAL DESIGN
Italy			20 2007 VE	29-Jan-07	HEIL
Italy	801420	29-Mar-00	97 6 VENEZIA	24-Jan-97	HEIL
Italy			32 2003 AN	31-Jan-03	HEIL e elemento figurativo (and Design)
Italy			31 2003 AN	31-Jan-03	HEIL scrittura di fantasia (stylized letters)
Italy	801485	24-Jan-00	97 VE)	16-May-97	HEIL and Design
Italy			182 2007 VE	28-May-07	HEIL e elemento figurativo (and design)
Indonesia	415706	27-Apr-98	J97 15255	25-Jul-97	Heil
Indonesia	415601	27-Apr-98	D97 15026	23-Jul-97	HEIL
Indonesia	415698	27-Apr-98	D97 15025	23-Jul-97	HEIL and Oval Design
Indonesia	415664	27-Apr-98	J97 15256	25-Jul-97	HEIL and Oval Design
India	1262130	12-Apr-06	1262130	20-Jan-04	Heil and oval design
India			777029		Heil
India			189694		Heil logo
India	1262131	15-Mar-07	1262131	20-Jan-04	Heil
Germany	39700665	02-Sep-98	39700665 9	10-Jan-97	HEIL & Oval Design
Germany	39532675	26-Apr-96	39532675 3	09-Aug-95	Powerlink
Germany	39700665	02-Sep-98	39700665	10-Jan-97	HEIL & Oval Design
Germany	39700668	13-Jan-98	39700668 3	10-Jan-97	HEIL
Germany	1078289	14-Jun-85	G 31240 12WZ	28-Mar-84	Rapid Rail (Stylized)
France	97687897	18-Jul-97	97 687897	18-Jul-97	HEIL et element figuratif (and design)
France	97686118	08-Jul-97	97 686118	08-Jul-97	HEIL
European	3026432	15-Dec-04	3026432	29-Jan-03	HEIL and design
European	003026408	03-Nov-05	3026408	29-Jan-03	Heil
European	3557253	08-Mar-05	3557253	16-Dec-03	HEIL EUROCYCLER stylized letters
European	2672657	14-Jan-04	2672657	18-Apr-02	POWERTRAK HEIL and design
Denmark	1985 4241 VR	13-Dec-85	1984 1449 VA	12-Mar-84	RAPID RAIL special skrift (stylized letters)
Denmark	VR199702961	11-Jul-97	VA 1078 1997	28-Feb-97	HEIL
Denmark	VR199702955	11-Jul-97	VA 618 1997	05-Feb-97	HEIL logo
Czech Republic	262788	10-May-04	188118	30-Jan-03	Heil and Oval Design
Czech Republic	262787	10-May-04	188117	30-Jan-03	Heil
Colombia	206.731	18-Mar-98	97.051.782	05-Sep-97	Heil and Oval Design
China	1286807	21-Jun-99	9800012211		HEIL
China	1406387				HEIL and Design
Chile	405933				HEIL
Chile	405932				HEIL and Design
Canada	486539	08-Dec-97	836650	17-Feb-97	HEIL & design
Canada	TMA486540	08-Dec-97	836649	17-Feb-97	HEIL
Canada	TMA516572	21-Sep-99	0855547	09-Sep-97	STARR SYSTEM and Design
Canada	569870	29-Oct-02	0864483	17-Dec-97	HALF/PACK CLASSIC

TRADEMARKS

(The Heil Company)

COUNTRY	REGISTRATION #	REGISTERED DATE	SERIAL #	FILED DATE	MARK
Canada	TMA522565	31-Jan-00	0877802	21-Apr-98	DURAPACK
Canada	TMA575147	06-Feb-03	1009861	25-Mar-99	HALF/PACK
Canada	510006	25-Mar-99	833508	15-Jan-97	FORMULA
Cambodia	19648/04	11-May-04	20180/04	25-Feb-04	Heil
Cambodia	19649/04	11-May-04	20181/04	25-Feb-04	Heil and oval design
Brazil	819721328	27-Jul-99	819721328	20-Feb-97	HEIL and Oval Design
Brazil	819721310				HEIL
Brazil	819721301	27-Jul-99	819721301	20-Feb-97	HEIL
Brazil	819721298				HEIL
Benelux	398675	07-Feb-84	663537	07-Feb-84	RAPID RAIL and design
Australia	724452	27-Jan-98			HEIL
Australia	724451	27-Jan-98			HEIL & OVAL DESIGN
Australia	724452	19-Dec-96	724452	19-Dec-96	HEIL
Australia	724451	19-Dec-96	724451	19-Dec-96	HEIL
Argentina	1881717	13-Aug-02	2373017		HEIL
Argentina	2096254	07-Mar-00			HEIL and Oval Design
Argentina	2096255	07-Mar-00			HEIL and Oval Design
Argentina	1878264	04-Jul-02	2370509	27-Mar-02	Heil

RECORDED: 04/18/2008

TRADEMARK
REEL: 003762 FRAME: 0945