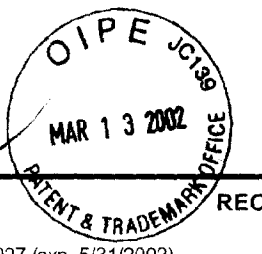


3/19/02



03-19-2002

74



102021426

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

Form PTO-1595  
(Rev. 03/01)  
CIMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Eagle Picher Industries, Inc.  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Construction Equipment Direct, Inc.  
  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: 12/14/01

Street Address: 200 Eden Way  
  
City: White House State: TN Zip: 37188  
  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Patent No.(s) 6,062,800,  
6,032,389; 5,960,571  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Michael Hinchion, Esq.  
  
Internal Address: Stites & Harbison, PLLC  
  
SunTrust Center, Suite 1800  
  
Street Address: 424 Church Street  
  
City: Nashville State: TN Zip: 37219

6. Total number of applications and patents involved: 3  
  
7. Total fee (37 CFR 3.41).....\$ 120.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature. To the best of my knowledge and belief, the information contained on the cover sheet is true and correct and the copy submitted is a true and correct copy of the original document.  
  
Alexandra T. Mackay      [Signature]      03.12.02  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

03/18/2002 AAHMED1 00000161 6062800  
01 FC:581 120.00 DP

PATENT  
REEL: 012676 FRAME: 0300

## ASSIGNMENT OF PATENTS

ASSIGNMENT OF PATENTS made as of the 14<sup>th</sup> day of December, 2001, by Eagle-Picher Industries, Inc., an Ohio corporation with its principal place of business at 250 East Fifth Street, 5<sup>th</sup> Floor, Cincinnati, Ohio 45202 ("Assignor"), to Construction Equipment Direct, Inc., a Tennessee corporation with its principal place of business at 200 Eden Way, White House, Tennessee 37188 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 18, 2001 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.


In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

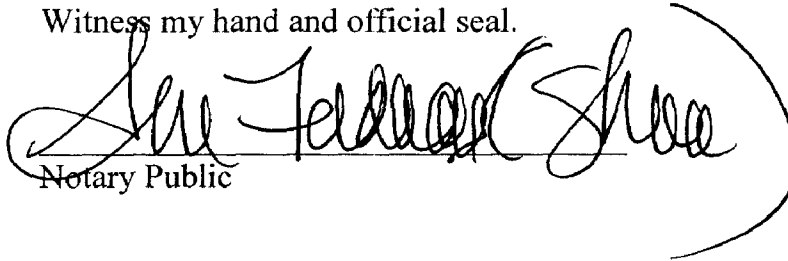
EAGLE-PICHER INDUSTRIES, INC.

By:   
Name: *David G. Krall*  
Title: *Senior Vice President*

State of Ohio )  
 ) ss.:  
County of Hamilton )  
 )

On this 14<sup>th</sup> day of December, 2001, before me, Ann Felbman (Schwegman), personally appeared David Krall Senior Vice President of Eagle-Picher Industries, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

ANN SCHWEGMAN  
Notary Public, State of Ohio  
My Commission Expires Oct. 21, 2003

**Schedule A**

**Registered Patents**

| Patent   | U.S. Registration No. | Expiration Date |
|--|-----------------------|-----------------|
| Forklift Frame & Mounting Kit  | 6,062,800             | 02/14/18        |
| Earth Mover with Leveling<br>Device or Fixed Cutting Edge<br>Earth Mover | 6,032,389             | 05/13/18        |
| Earth Mover with an Elevator<br>Having Chain Tensioning<br>Mechanism     | 5,960,571             | 12/11/17        |