

05-20-2009

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To the Director of the U.S. Patent and Trademark Office: Please record the attached document(s) or the new address(es) below.

5/20/09

1. Name of conveying party(ies) and execution date:

Hoover Materials Handling Group, Inc. Execution Date August 12, 2008

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Endural, LLC
Street Address: 1685 Scenic Avenue
City: Costa Mesa
State: CA
Zip: 92626

Additional name(s) address(es) attached? Yes No

3. Nature of conveyance:

- Assignment (checked)
Security Agreement
Joint Research Agreement
Government Interest Assignment
Executive Order 9424, Confirmatory License
Merger
Change of Name
Other

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application Number(s):

B. Patent Number(s):

D432,787; D430,395; D440,042; D439,514; 7,331,453

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Wood, Phillips, Katz, Clark & Mortimer
500 West Madison Street, Suite 3800
Chicago, Illinois 60661
Phone: (312) 876-1800

6. Total number of applications and patents involved: 5

7. Total Fee (37 CFR 1.21(h) & 3.41) \$ 200.00

- Authorized to be charged to Deposit Account
Enclosed (checked)
None required (government interest not affecting title)

8. Payment Information
Deposit Account Number: 23-0785

9. SIGNATURE

05/19/2009 MJAMA1 00000042 D432787
01 FC:0021
200.00 OP
May 14, 2009

F. William McLaughlin, 32,273
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachment, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDMENT TO
ASSIGNMENT OF INTELLECTUAL PROPERTY
(Hoover Materials Handling Group, Inc.)

This Amendment ("Amendment") to Assignment of Intellectual Property, effective this 31st day of July, 2008 (the "Effective Date"), is made by and between HOOVER MATERIALS HANDLING GROUP, INC., a Delaware corporation (the "Assignor") and ENDURAL, LLC, a California limited liability company (the "Assignee").

WHEREAS, pursuant to (i) the Asset Purchase Agreement dated as of October 3, 2006, by and among Assignor, Assignee and James P. Burra (the "Purchase Agreement") and (ii) the Assignment of Intellectual Property dated as of October 3, 2006 by and among Assignor and Assignee (the "Assignment"), Assignor agreed to cause the assignment to the Assignee all of the Assignor's right, title and interest in and to the intellectual property set forth on Exhibit A to the Assignment; and

WHEREAS, said Exhibit A contained certain errors and omissions; and

WHEREAS, the trademarks and patents listed on said Exhibit A were nonetheless effectively assigned pursuant to said Assignment; and

WHEREAS, the Assignor is the owner of all right, title and interest in the property described on Exhibit 1 attached hereto and incorporated herein by this reference that was not included in Exhibit A to the Assignment (all of the property set forth on Exhibit 1 being referred to herein as the "Intellectual Property"); and

WHEREAS, the Assignor and Assignee have agreed to correct the original Assignment and cause the assignment to the Assignee of all of Assignor's right, title and interest in and to the Intellectual Property that was not listed on Exhibit A to the Agreement, and Assignee has agreed to accept the same; and

WHEREAS, the parties accordingly have agreed to delete Exhibit A to the Agreement and replace same with Exhibit 1 to this Amendment;

NOW THEREFORE, in reliance upon the representations and warranties made in the Purchase Agreement and the Assignment, and in consideration of good and valuable consideration as

provided therein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AMENDMENT

The parties agree to delete Exhibit A to the Assignment and replace same with Exhibit 1 to this Amendment.

2. ASSIGNMENT

As of the date of the Assignment, the Assignor irrevocably assigns and transfers to Assignee its entire right, title, and interest in and to the Intellectual Property, and Assignee accepts same.

3. SUBJECT TO ASSET PURCHASE AGREEMENT

This Amendment is made pursuant to, and subject to the terms of, the Purchase Agreement. To the extent of a conflict between the provisions of this Amendment and the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

4. ASSIGNMENT REMAINS IN EFFECT

Except as specifically amended herein, the Assignment remains in full force and effect.

5. SUCCESSORS AND ASSIGNS

This Amendment shall be binding on the successors and assigns of the Assignor and shall extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Amendment to be executed as of the date indicated below.

ASSIGNOR

HOOVER MATERIALS HANDLING
GROUP, INC., a Delaware
corporation

Dated: August 13, 2008

By: Ernie Mathia
Ernie Mathia

Chief Executive Officer

ACKNOWLEDGMENT

State of GEORGIA
County of Gwinnett)

On August 12, 2008, before me, Victoria A. Young,
Notary Public, personally appeared, ERNIE MATHIA, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name
is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Victoria A. Young
Signature

[seal]

VICTORIA A YOUNG
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 8, 2012

IN WITNESS WHEREOF, the Assignee has caused this Amendment to be executed as of the date indicated below.

ASSIGNEE

ENDURAL, LLC, a limited liability company

Dated: July 31, 2008

By: James P. Burra
James P. Burra
Managing Member

ACKNOWLEDGMENT

State of CALIFORNIA)
County of ORANGE)

On July 31, 2008, before me, JUDY JACOBS, Notary Public, personally appeared, **JAMES P. BURRA**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judy Jacobs
Signature

[seal]

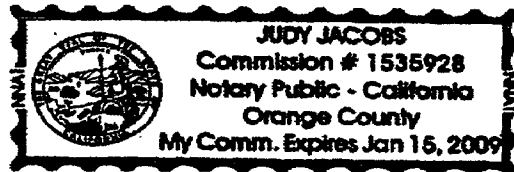


EXHIBIT "A"

Description of Intellectual Property

Trademarks

Hoover Materials Handling Group, Inc.

1. Endural - PTO Number 2779250 - filed September 27, 2002
2. Endural - PTO Number 3089043 - filed September 27, 2002

U.S. Patents

1. Engine Case - PTO Number - D432787; 29/106,846 - filed June 22, 1999
2. Engine Case - PTO Number - D430395 - filed June 22, 1999
3. Engine Case with Removable Insert - PTO Number - D440,042 - filed July 9, 1999
4. Engine Case with Removable Insert - PTO Number - D439,514 - filed May 19, 2000
5. Transportation Case - PTO Registration No. US7,331,453-B2 (listed in original Assignment as "PTO Serial No. 10/098,801 (initial application rejected; have requested continued examination)". The parties agree that this patent was issued on February 19, 2008.

Foreign Patents

1. Transportation Case (Engine Case) (Mexico) - 2002/010165 - initial application rejected; have requested continued examination.
2. Transportation Case (Canada) - application pending 2,414,452 filed December 11, 2002.