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USPTO 4011 (exp. 4/94)

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08-06-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100786376

Settings

To the Honorable Commissioner of Patents and Trademarks, Please forward original documents or copy thereof.

Name of conveying party(ies):
PORTEC, INC.

2. Name and address of receiving party(ies)

Name: PORTEC RAIL PRODUCTS, INC.

Internal Address: P. O. BOX 38250

Street Address: 900 FREEPORT ROAD

City: PITTSBURGH State: PA ZIP: 15238-8250

Individual(s) Association
General Partnership Limited Partnership
Corporation-State (DE)
Other

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

Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
Other

Execution Date: MAY 12, 1998

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State WEST VIRGINIA
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1. 177,413

Additional numbers attached? Yes No

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

Name: DANIEL A. EARL

Internal Address: P. O. BOX 2185

Street Address: 611 THIRD AVENUE

City: HUNTINGTON State: WV ZIP: 25722

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DANIEL A. EARL

Name of Person Signing

[Signature]

Signature

06/8/98

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 1763 FRAME: 0250

TRADEMARK COVER SHEET

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1. Additional Names of Conveying Parties:
 - Portec Railway Maintenance Products Division (Portec RMPD)
 - Portec Shipping Systems Divisions (Portec SSD)

SECOND ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS SECOND ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment"), dated as of May 12, 1998, is made by Portec, Inc., a Delaware corporation ("Assignor"), and Portec Rail Products, Inc., a West Virginia corporation ("Assignee"). All capitalized terms not otherwise defined in this Agreement are defined as set forth in the Asset Purchase Agreement dated as of November 6, 1997, between Assignor and Assignee (f/k/a Rail Products Acquisition Corp.) (the "Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement by which Assignee acquired substantially all of the assets of the Rail Business;

WHEREAS, in accordance with the transaction contemplated by the Purchase Agreement, Assignor and Assignee previously entered into an Assignment of Intellectual Property Assets dated December 12, 1997 whereby Assignor assigned certain intellectual property assets to Assignee;

WHEREAS, after additional investigation, Assignor has determined that there are additional intellectual property assets related to the Rail Business in Assignor's own name and the name of its divisions Portec Railway Maintenance Products Division (Portec RMPD) and Portec Shipping Systems Division (Portec SSD), that were not previously assigned to Assignee consisting of (i) the United States federal and foreign trademark and service mark registrations listed in Schedule A (the "Registered Marks"), (ii) the ideas, inventions, patents and utility models and applications listed in Schedule A, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereon (hereinafter, collectively, the "Patents"); and (iii) the copyrights and registrations therefor listed in Schedule A (collectively, the "Copyrights"), including all renewals thereof or thereon; and

WHEREAS, pursuant to the Purchase Agreement, Assignor is required to sell, assign, transfer and convey the Subject Assets, to Assignee, including without limitation the Registered Marks, Patents, and Copyrights, but excluding all trademarks, trade names, brand names, logos, service marks and other intellectual property which use the name "Portec" (collectively, the "Assets");

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. The Assignor hereby represents that the Assignor has the full right to convey the Assets to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Assets to Assignee.

3. The Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. The

Assignor hereby further covenants and agrees that it will cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Assets, all to the extent deemed necessary or desirable by the Assignee for (a) the continued prosecution, if any, of the Assets, including any interference which may arise, and the making and prosecution of any other foreign or United States patent or trademark application that the Assignee may elect to pursue stemming from the Assets, including any divisions, continuations, continuation-in-parts, substitutions or reissues, and including any interference which may arise during same; (b) participation in any legal or administrative proceedings involving the Assets; and (c) otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment effective as of December 12, 1997.

PORTEC, INC.

By: Nancy A Kindl
Nancy A Kindl

Its: Vice President, Treasurer, Secretary and Chief
Financial Officer

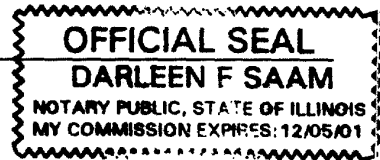
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 12th day of May, 1998, before me appeared Nancy A. Kindl, who, being by me duly sworn, did say that she is the Vice President, Treasurer, Secretary and Chief Financial Officer of Portec, Inc., a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing SECOND ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.



Notary Public

My commission expires: _____



SCHEDULE A

(1 Page)

Registered Trademarks

Country	Trademark	Appl./Registration No.	Appl./Regis.Date
U.S.	FAIR	177,413	12/18/23
Canada	SIDEWINDER	TMA293,813	8/10/84

Patents

Country	Title	Appl./Reg. No.	Appl./Reg. Date
Canada	Shoulder type rail fastener	1,179,659	12/18/84
Canada	Railway track spike driving device	1,114,233	12/15/81
Canada	Insulated base rail joint	1,150,701	7/26/83
Canada	Electrically insulating joint for connecting adjacent rails	2,156,754	2/24/97
U.S.	Winch and chain attachment assembly	4,273,486	06/16/81

Copyrights

Reg. No.	Reg. Date	Title	Pub. Date
PA369499	5/25/88	Top Gun high-productivity impacting spiker / Portec Railway Maintenance Products Division	5/17/88
TX2053111	2/24/87	AnchorBoxer: automatic anchor machine	1/29/87