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08-21-1998

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231



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TRADEMARK(S)

Please record the attached original documents or copy thereof.

MRD 8-13-98

<p>1. Name of conveying party(ies): <b>Western Atlas, Inc.</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Delaware  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>HK Systems, Inc.</b>  Internal Address: _____  Street Address: <b>2855 South James Drive</b>  City: <b>New Berlin</b> State: <b>WI</b> ZIP: <b>53151</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State of Wisconsin  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <b>December 9, 1997 and May 15, 1998</b></p>	
<p>4. Application numbers or registration numbers:</p> <p>A. Trademark Application Nos. _____</p> <p>B. Trademark Registration No. <b>2,109,082</b></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Nilles &amp; Nilles, S.C.</b>  <b>Firstar Center</b>  <b>777 East Wisconsin Avenue, Suite 2000</b>  <b>Milwaukee, Wisconsin 53202-5345</b></p>	<p>6. Total number of applications and registrations involved: _____</p> <p>7. Total fee (37 CFR 3.41): _____ \$ <b>40.00</b>  <input checked="" type="checkbox"/> Enclosed      <input checked="" type="checkbox"/> Authorized to be charged to deposit account for any deficiency.</p> <p>8. Deposit account number <b>14-1080</b>  (Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.  <i>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.</i></p> <p>_____  Name of Person Signing</p> <p><i>Michael J. Nilles</i>  Signature</p> <p>_____  Date</p> <p>August 10, 1998</p> <p>Total number of pages including cover sheet, attachments, and document: <b>3</b></p>	

CLIENT/HK/RECORD.TM3

TRADEMARK  
REEL: 1771 FRAME: 0869

## TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between Western Atlas Inc., a Delaware corporation (hereinafter "Western") and HK Systems, Inc., a Wisconsin corporation (hereinafter "HK"),

WHEREAS, Western is the registered owner of Trademark Registration No. 2,109,082 for the mark Transort (hereinafter the "Transort Mark"); and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated November 13, 1986 (the "Agreement") by and between Western and HK, Western has agreed to sell certain assets to HK and the Transort Mark is one of those assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby sell, assign, transfer and set over unto the Buyer, its successors and assigns, the entire right, title and interest in and to the Transort Mark as follows:

Mark:	Transort
Reg. No.:	2,109,082
Reg. Date:	October 28, 1997
Int. Class:	7

(said trademark and rights thereto being referred to herein as the "Trademark Rights") and all rights to the renewals thereof, together with the goodwill of the Business symbolized thereby. This Assignment includes the right to sue for and collect damages and all claims for damages by reason of past and present infringement of the Trademark Rights. Such right, title and interest shall be held and enjoyed by HK, its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Western if this assignment and sale had not been made.

In addition, Western does hereby covenant and agree that it will assist HK, at HK's reasonable expense, in any interference, litigation or other proceeding involving any and all of the Trademark Rights in accordance with the Agreement and also covenants and agrees to execute and deliver to HK, at HK's expense, any and all additional documents and papers and perform any further acts necessary to vest in HK the rights hereby conveyed.

This Assignment shall be binding upon the parties hereto, their respective legal representatives, heirs, successors and permitted assigns.

The parties agree that if any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment on the dates indicated below.

WESTERN ATLAS INC.  
("Western")

By: E. Eugene Thigpen  
E. Eugene Thigpen  
Assistant Secretary

Date: December 9, 1997

HK Systems Inc.  
("HK")

By: [Signature]  
Title: VICE PRESIDENT

Date: 5/15/98