

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Imperial Bank of Commerce		12/31/2004	Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Auto Crane Company		
<b>Street Address:</b>	4707 Mingo Road		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74117		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1361604	OPTI-FLOW	
Registration Number:	1113005	AUTO CRANE COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)939-6100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nealk@hughesluce.com		
<b>Correspondent Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Michele P. Schwartz		
<b>Signature:</b>	/Michele P. Schwartz/		
<b>Date:</b>	01/07/2005		

CH \$65.00 1361604

Total Attachments: 5

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**  
**(Auto Crane Company)**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into on December 31, 2004 between Canadian Imperial Bank of Commerce, as agent for the Lenders (in such capacity, "Agent"), and Auto Crane Company ("Assignee").

WHEREAS, Canadian Imperial Bank of Commerce ("CIBC") is the agent for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 23, 1999, as amended (the "Credit Agreement"), among Ramsey Industries, Inc. (as successor to Ramsey Acquisition Corp.), the Lenders, CIBC World Markets Corp., as lead arranger and bookrunner, CIBC, as issuer of certain letters of credit, Agent and Dresdner Bank AG, New York Branch, as syndication agent;

WHEREAS, in connection with the Credit Agreement, Agent and Assignee entered into that certain Auto Crane Intellectual Property Security Agreement, dated as of November 23, 1999 (the "IP Security Agreement"; and each capitalized term used but not otherwise defined herein has the meaning given to such term in the IP Security Agreement), pursuant to which, among other things, Assignee granted to Agent a security interest in the Trademarks, the Licenses and the Patents (the Patents, the Licenses and the Trademarks, together with the goodwill of the business to which they relate, are collectively referred to herein as the "Intellectual Property");

WHEREAS, the Credit Agreement and the Security Agreements have been terminated (other than certain rights and obligations which survive such termination pursuant to the terms of the Credit Agreement and the Security Agreements); and

WHEREAS, this Agreement is being executed and delivered pursuant to Sections 7 and 18 of the IP Security Agreement in order to evidence and confirm the termination of Agent's security interest in the Intellectual Property and reassign the Intellectual Property to Assignee.

NOW, THEREFORE, the parties agree:

1. Agent hereby acknowledges the termination of the IP Security Agreement in accordance with its terms and the termination of the security interest in the Intellectual Property created thereby.

2. Agent hereby grants, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for the use and enjoyment of Assignee and its successors and assigns forever, all of Agent's right, title and interest in, to and under the Intellectual Property, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents and patent applications listed on Schedule A hereto.

3. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York (without regard to conflict of law provisions (other than Section 5-1401 of the General Obligations Law of the State of New York)).

4. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[signature page follows]

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Agent

By: *Ron Spitzer*  
Name: *Ron Spitzer*  
Title: *Auth. Signatory*

STATE OF *New York*  
COUNTY OF *New York* ) SS

On the *28<sup>th</sup>* day of *December*, 200*4*, before me, *PATRICIA OHARA*  
personally appeared *RON SPITZER*, 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/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument the entity upon whose behalf the person acted  
executed the instrument.

WITNESS my hand and official seal.

*Patricia Ohara*

Notary Public in and for said  
County and State

[SEAL]

PATRICIA OHARA  
Notary Public, State of New York  
No. 01OH5084561  
Qualified in New York County  
Commission Expires September 8, 2005

[IP Assignment Agreement (Auto Crane)]

TRADEMARK  
REEL: 003004 FRAME: 0869

Schedule A  
to  
Intellectual Property Assignment Agreement (Auto Crane)

United States Trademark Applications - None.

United States Trademarks

<u>Registration No.</u>	<u>Mark</u>	<u>Date Registered</u>	<u>Goods and Services</u>
1,361,604	Opti-Flow	September 24, 1985	Hydraulic Control Units for Cranes
1,113,005	Auto Crane Company	February 13, 1979 <b>Renewed:</b> February 13, 1999	Hoisting Equipment, Winches and Vehicle Mounted Cranes

United States Patent Applications - None.

United States Patents None.

Non-U.S. Trademark Applications - None.

Non-U.S. Trademarks - None.

Non-U.S. Patent Applications - None.

Non-U.S. Patents - None.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

AUTO CRANE COMPANY

By: [Signature]  
Name: Bruce Barron  
Title: VP

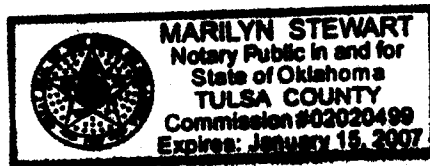
STATE OF Oklahoma )  
 ) SS  
COUNTY OF Tulsa )

On the 29 day of December, 2004, before me, Marilyn Stewart, personally appeared Bruce Barron, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted executed the instrument.

WITNESS my hand and official seal.

Marilyn Stewart  
Notary Public in and for said  
County and State

[SEAL]



[IP Assignment Agreement (Auto Crane)]