

07-08-1998

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Honorable Commissioner

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Southern Saw Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Agreement of Limited Partnership
- Merger
- Change of Name

Execution Date: September 1, 1993

2. Name and address of receiving party(ies)

Name: Southern Saw Service, I.P.

Internal Address: \_\_\_\_\_

Street Address: 1594 Evans Drive, S.W.

City: Atlanta State: GA ZIP: 30310

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership Georgia
- Corporation-State \_\_\_\_\_
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment A

Additional numbers attached?  Yes  No

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

Name: James F. Vaughan

Internal Address: Isaf, Vaughan & Kerr

Street Address: 900 Circle 75 Parkway, SE

Suite 720

City: Atlanta State: GA ZIP: 30339

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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02 FD:142 475.00 OP

I, the undersigned, do hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

James F. Vaughan, #31,889

Name of Person Signing

[Signature]  
Signature

10/29/93  
Date

Total number of pages including cover sheet, attachments, and document: 7

**ATTACHMENT A**

723,544  
723,828  
723,831  
788,465  
845,872  
929,510  
991,933  
1,127,801  
1,160,428  
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1,204,295  
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1,307,683  
1,308,669  
1,338,380  
1,361,457  
1,498,324  
1,734,353

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THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of Southern Saw Service, L.P. (the "Partnership") is made as of the 1st day of September, 1993 by and among Southern Saw Holdings, Inc., a Georgia corporation, as general partner (the "General Partner"), Richard D. Anderson, as the initial limited partner (the "Initial Limited Partner"), and American Saw & Mfg. Company, a Massachusetts business trust (the "Limited Partner"), which shall become a limited partner of the Partnership in accordance with the provisions hereof.

WITNESSETH:

WHEREAS, the General Partner has heretofore formed the Partnership by (i) filing a Certificate of Limited Partnership with the office of the Secretary of State of the State of Georgia on July 30, 1993 and (ii) entering into an Agreement of Limited Partnership of the Partnership, dated as of July 30, 1993 (the "Original Partnership Agreement") with the Initial Limited Partner; and

WHEREAS, the parties hereto desire to continue the Partnership as a limited partnership under the Act and this Agreement and admit the Limited Partner to the Partnership, whereupon the Initial Limited Partner shall cease to be a partner of the Partnership; and

WHEREAS, the parties hereto desire to provide for the governance of the Partnership and to set forth in detail their respective rights and duties relating to the Partnership and to amend and restate the Original Partnership Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, hereby amend and restate the Original Partnership Agreement in its entirety and hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01. Definitions. The terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

"Act" means the Georgia Revised Uniform Limited Partnership Act, O.C.G.A. § 14-9-100, et seq., as amended from time to time.

"Advisory Committee" has the meaning set forth in Section 6.03(a).

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with, the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

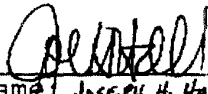
"Agreement" means this Amended and Restated Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

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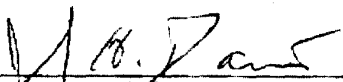
Section 14.10. Assurances. Each of the Partners shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed as of the date and year first above written.

GENERAL PARTNER: SOUTHERN SAW HOLDINGS, INC.

By:   
Name: JOSEPH H. HALL  
Title: PRESIDENT

LIMITED PARTNER: AMERICAN SAW & MFG. COMPANY

By:   
Name: JOHN H. DAVIS  
Title: PRESIDENT

WITHDRAWING  
INITIAL LIMITED  
PARTNER:

  
Richard D. Anderson

DP-4308/d

## CONTRIBUTION AGREEMENT

\* THIS AGREEMENT (this "Agreement"), dated as of September 1, 1993, is by and among SOUTHERN SAW SERVICE, L.P., a Georgia limited partnership ("SSLP"), SOUTHERN SAW HOLDINGS, INC., a Georgia corporation and the general partner of SSLP ("Southern"), AMERICAN SAW & MFG. COMPANY, a Massachusetts business trust ("American"), and AMERICAN SAW & MFG COMPANY, INC., a Massachusetts corporation and the sole trustee of American ("ASM"). In this Agreement: SSLP, Southern, American and ASM are sometimes collectively referred to as the "Parties" and individually as a "Party." Except as context may otherwise require in a given instance, all representations and warranties in this Agreement referencing a Party shall be deemed to be references to that Party's predecessors in name or interest as well.

In consideration of their respective covenants in this agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- A. In exchange for a 25% limited partnership interest in SSLP, American has agreed, subject to the terms and conditions of this Agreement, (i) to convey substantially all of the assets related to the American One-Way Business to SSLP, (ii) to provide SSLP with certain consulting services and (iii) to cease operating the American One-Way Business.
- \* B. In exchange for a 75% general partnership interest in SSLP, and subject to the terms and conditions of this Agreement, Southern has agreed to convey substantially all of its assets and to assign substantially all of its liabilities to SSLP.
- C. Contemporaneously with their execution of this Agreement, American, Southern and SSLP have entered into an Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), setting forth the terms and conditions regarding the creation and maintenance of the partnership relationship among American, Southern and SSLP.
- D. Contemporaneously with their execution of this Agreement, Southern and SSLP have entered into a Management Agreement (the "Management Agreement") whereby SSLP shall engage Southern to operate and manage the SSLP Business.
- E. Contemporaneously with their execution of this Agreement, Eugene A. Anderson, Southern and American have entered into an agreement (the "Stock Purchase Agreement Covenants") limiting the circumstances under which the Stock Purchase Agreement, dated August 28, 1981, between Mr. Anderson and Southern can be amended.
- F. Contemporaneously with their execution of this Agreement, the Parties have taken additional actions and executed additional documents (Including, the "Right of First Refusal and Tag Along Agreement" and certain Southern bylaw amendment documentation) in order to effectuate the transactions contemplated by this Agreement.

TRADEMARK

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between SSLP and American, liability for any such claim shall be allocated between American and SSLP in accordance with their ultimate responsibility for such injury, event, illness or disease.

**ARTICLE 3**  
**DESCRIPTION OF TRANSACTIONS BETWEEN SOUTHERN AND SSLP**

3.1 Conveyance of Southern Assets to SSLP. Subject to the terms of this Agreement, as partial consideration for SSLP's issuance to Southern of the Southern General Partnership Interest (as described in Section 3.4), Southern hereby sells, assigns, transfers and delivers to SSLP, and SSLP hereby purchases and accepts from Southern, as of the Effective Time, all of Southern's right, title and interest in and to the Southern Assets.

3.2 Description of Southern Assets. The "Southern Assets" shall consist of, other than the Excluded Southern Assets, all of Southern's right, title and interest in and to all properties, assets and rights of any kind, whether tangible or intangible, real or personal, owned by Southern or in which Southern has any interest as of the Effective Time.

3.3 Excluded Southern Assets. The Parties acknowledge and agree that certain properties, assets and rights of Southern are not included among the Southern Assets and are not being sold, assigned, transferred or delivered to SSLP pursuant to this Agreement. Schedule 3.3 contains a complete list and brief description of all Excluded Southern Assets.

3.4 Issuance of Southern General Partnership Interest to Southern. In consideration of Southern's sale of the Southern Assets to SSLP, SSLP shall issue to Southern, as of the Effective Time, a seventy-five percent (75%) general partnership interest (the "Southern General Partnership Interest") in SSLP. The terms and conditions of Southern's status as a general partner in SSLP are set forth in the Partnership Agreement.

3.5 Assumption of Liabilities. Southern hereby assigns to SSLP and SSLP hereby assumes from Southern all liabilities and obligations of Southern (other than the "Excluded Southern Liabilities," as described in the next sentence) (the "Assumed Southern Liabilities") whether actualized or contingent, known or unknown, matured or unmatured or liquidated or unliquidated, whether arising under contract, by operation of law, or by judicial decision, government order or by decree or order of any Authority, whether or not described in this Agreement or otherwise disclosed to American, whether arising out of occurrences prior to, at or after the Effective Time. The Parties acknowledge and agree that SSLP will not be assuming the liabilities and obligations of Southern (the "Excluded Southern Liabilities") described on Schedule 3.5, and Southern agrees that, as between it and SSLP, Southern shall continue to be responsible for all Excluded Southern Liabilities.

**ARTICLE 4**  
**GENERAL REPRESENTATIONS OF AMERICAN AND ASM**

To induce Southern and SSLP to execute, deliver and perform the Transaction Agreements, American and ASM, jointly and severally, represent and warrant to SSLP and Southern, as of the Effective Time, as follows:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the Effective Time.

SOUTHERN SAW SERVICE, L.P.

By: Southern Saw Holdings, Inc.  
as general partner

By: [Signature]  
Name: JOSEPH H. HALL  
Title: PRESIDENT

SOUTHERN SAW HOLDINGS, INC.

By: [Signature]  
Name: JOSEPH H. HALL  
Title: PRESIDENT

AMERICAN SAW & MFG. COMPANY

By: [Signature]  
Name: JOHN H. DAVIS  
Title: PRESIDENT

AMERICAN SAW & MFG. COMPANY, INC.

By: [Signature]  
Name: JOHN H. DAVIS  
Title: PRESIDENT

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