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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

01 02 96

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing Signature Date Signed

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" Mailing Label Number: EL 415650198US Date of Deposit: May 8, 2000. I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

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PMC, INC./GUSMER MACHINERY GROUP, INC.**CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT ("Agreement") is made as of January 2, 1996 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and Gusmer Machinery Group, Inc., a Delaware corporation ("Company"), with reference to the following facts:

A. PMC currently conducts a part of its business ("Business") through the Gusmer Division of PMC ("Division").

B. PMC wishes to transfer to Company as a contribution to capital the stock of certain subsidiaries of PMC. Company wishes to accept such contribution.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the following:

a. Capital Stock. All shares of capital stock (the "Shares") owned by PMC of (1) Venus-Gusmer, Inc., (2) Gusmer-Admiral, Inc., and (3) Gusmer Corp. (collectively, the "Corporations"); and

b. Intellectual Property. All of PMC's right, title, and interest in and to all patents and patent applications, trademarks, trade names, product names, fictitious business names, copyrights, copyright applications and uncopyrighted works, trade secrets, inventions, know-how, processes, formulas, product ingredients, requirements and specifications, designs, technology, software, research and experimental data, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights, intellectual property rights and information used in connection with the Business of the Division, and all claims and benefits of any kind against third parties in connection therewith (the "Intellectual Property"), except as provided in that certain Intellectual Property License Agreement being executed by PMC and Company concurrently herewith.

2. Liabilities. To the maximum extent permitted by law, Company hereby assumes any liability or obligation of PMC as a shareholder of any or all of the Corporations, including, without limitation, liability with respect to violation of any law,

g. Amendment. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

PMC, INC.

By: *Tom M. Johnson*

Title: Vice President

GUSMER MACHINERY GROUP, INC.

By: *TC*

Title C.F.O.