

05-23-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PMC, Inc.

5/16/02

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

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

2. Name and address of receiving party(ies)

Name: Gusmer Machinery Group, Inc.

Internal

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

Street Address: One Gusmer Drive, P.O. Box

City: Lakewood State: NJ Zip: 08701<sup>2055</sup>

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

3. Nature of conveyance:

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

Execution Date: 1/2/96

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

930,249

Additional number(s) attached  Yes  No

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

Name: Daniel D. Frohling

Internal Address: Pattishall, McAuliffe,

Newbury, Hilliard & Geraldson,

Street Address: 311 S. Wacker Drive,

Suite 5000

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: \_\_\_\_\_

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650

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

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9. 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.

Colin O'Brien

Name of Person Signing

[Signature]  
Signature

5/16/02

Date

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

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

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" Mailing Label Number: EL930526452US Date of Deposit: May 16, 2002, I, Kelly Topolski hereby certify that the document to which this Certificate is affixed is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on the Date of Deposit shown above.

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FINANCE SECTION

**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: *K.C.*

Title C.F.O.