TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G & L USA, LLC		11/01/2002	COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Sheffield Automation, LLC
Street Address:	142 Doty Street
City:	Fond du Lac
State/Country:	WISCONSIN
Postal Code:	54935
Entity Type:	COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1566814	PIC409
Registration Number:	1525355	PIC49
Registration Number:	1619641	PICGRIND
Registration Number:	1619484	PICLINK
Registration Number:	1615560	PICLOCK
Registration Number:	1551651	PICMOTION
Registration Number:	2488640	MMC
Registration Number:	2466486	EXPERTS IN MOTION

CH $215.00 1566814

CORRESPONDENCE DATA

Fax Number: (414)297-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414.271.4200
Email: ptomailmilwaukee@foley.com
Correspondent Name: Richard J. McKenna
Address Line 1: 777 East Wisconsin Avenue

Address Line 2:	Foley & Lardner LLP
Address Line 4:	Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Jennifer Vandenplas
Signature:	/Jennifer Vandenplas/
Date:	06/27/2005

Total Attachments: 6
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CAPITAL CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT

CAPITAL CONTRIBUTION AND ASSUMPTION OF LIABILITIES AGREEMENT (this "Agreement") entered into as of November 1, 2002 between G&L USA, LLC, a Wisconsin limited liability company ("Member"), and Sheffield Automation, LLC, a Wisconsin limited liability company ("Company").

WHEREAS, Member believes it to be in the best interests of Company to restructure its operations in order to separate its operating divisions for the purposes of isolating potential liabilities and maximizing management and operational efficiencies;

WHEREAS, Member desires to transfer and assign to Company as a capital contribution substantially all of the assets of its Controls division in exchange for the entire ownership interest in Company;

WHEREAS, Company desires to assume certain liabilities and obligations of Member as an inducement for Member to make its capital contribution; and

NOW, THEREFORE, for and in consideration of these premises and the mutual agreements, provisions and covenants contained in this Agreement, the parties agree as follows:

1. Contribution of Assets. Pursuant to and subject to the terms and conditions of this Agreement, Member hereby assigns and transfers to Company all of its right, title and interest in and to the assets described on Schedule A hereto (the "Contributed Assets") in exchange for all 1,000 of the authorized units of membership interest in Company. Member shall be the sole member of Company. To the extent that any contract included in the Contributed Assets is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Member agrees to use its reasonable best efforts (without any requirement to pay any money or agree to any change in the terms of any such contract) to obtain the consent of such other party to the assignment of any such contract to Company in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, Member and Company agree to cooperate in any reasonable arrangement designed to provide for Company the benefits intended to be assigned to Company under the relevant contract. If and to the extent that such arrangement cannot be made, Company shall have no obligation pursuant to this Agreement or otherwise with respect to any such contract and any such contract shall not be deemed to be a Contributed Asset hereunder.

2. Assumption of Liabilities. Pursuant to and subject to the terms and conditions of this Agreement, Company hereby assumes and agrees to pay, perform and discharge, as and when due, all of the liabilities described on Schedule B hereto (the "Assumed Liabilities"). Except for the Assumed Liabilities, Company shall not assume or be responsible for any debts, liabilities or obligations of Member, whether fixed or contingent, liquidated or

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unliquidated, known or unknown, whether arising prior to, on or after the date hereof, and Member shall remain solely responsible for all such debts, liabilities and obligations.

3. Indemnification by Company. Company, and its subsidiaries, and their respective successors and assigns, shall indemnify, defend and hold harmless Giddings & Lewis, LLC (the sole member of Member) and its affiliated entities, including but not limited to ThyssenKrupp USA, Inc., and their respective successors and assigns, and their respective shareholders, members, officers, directors, managers and/or employees from and against any and all liabilities, obligations, losses, costs, expenses, claims, actions, suits, proceedings, and expense and cost of defense thereof, including reasonable attorneys' fees and expenses, resulting from, arising out of or incurred with respect to (a) the Assumed Liabilities and (b) any guaranty relating to workers compensation bonds or other bonds issued by any affiliated entity of Member, including but not limited to ThyssenKrupp USA, Inc., for the benefit of Member.

4. Authorization of Member. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by the member of Member, and no other acts or proceedings of Member are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Member and constitutes the legal, valid and binding agreement of Member, enforceable against Member in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

5. Authorization of Company. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized and approved by the member of Company, and no other acts or proceedings of Company are necessary to authorize and approve the execution, delivery and performance of this Agreement and the transaction contemplated hereby. This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

6. Further Assurances. Member hereby agrees to execute and deliver to Company such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assignment and transfer of the Contributed Assets contemplated hereby and to vest in Company good, valid and marketable title to the Contributed Assets. Company hereby agrees to execute and deliver to Member such documents and to take such other action as may be reasonably necessary in order to consummate more effectively the assumption of the Assumed Liabilities.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to its choice of law provisions.

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8. Headings. Section headings are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

9. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and permitted assigns. Subject to the foregoing sentence, no person not a party hereto shall have any right under or by virtue of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

MEMBER:

G&L USA, LLC

By: _____
Name: Stephen M. Peterson
Title: President

COMPANY:

SHEFFIELD AUTOMATION, LLC

By: _____
Name: Marsha J. Fershtman
Title: Secretary

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SCHEDULE A

Contributed Assets

1. A-1 Tangible Property (see attached schedule)

1. A-2 Real Property (see attached schedule)

2. A-3 Contractual Rights (see attached schedule)

3. A-4 Intellectual Property (see attached schedule)

A-4 Intellectual Property (see attached schedule)

U.S. Registration No. 1566814
PIC409 in Class 9
Registration Date: 11-21-1989

U.S. Registration No. 1525355
PIC49 in Class 9
Registration Date: 02-21-1989

U.S. Registration No. 1619641
PICGRIND in Class 9
Registration Date: 10-30-1990

U.S. Registration No. 1619484
PICLINK in Class 9
Registration Date: 10-30-1990

U.S. Registration No. 1615560
PICLOCK in Class 9
Registration Date: 10-02-1990

U.S. Registration No. 1551651
PICMOTION in Class 9
Registration Date: 08-15-1989

U.S. Registration No. 2488640
MMC in Class 9
Registration Date: 09-11-2001

U.S. Registration No. 2466486
EXPERTS IN MOTION in Class 9
Registration Date: 07-03-2001