

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
Hirsh Industries, Inc.		05/19/2006	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Merchandising Equipment Group, LLC		
Street Address:	502 South Green Street		
Internal Address:	P.O. Box 240		
City:	Cambridge City		
State/Country:	INDIANA		
Postal Code:	47327		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1015808	M MEG	
Registration Number:	0971320	SHELF-SPACE	
CORRESPONDENCE DATA			
Fax Number:	(312)214-7715		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-214-7770		
Email:	anderson@ryndaksuri.com		
Correspondent Name:	RYNDAK & SURI LLP		
Address Line 1:	200 West Madison Street		
Address Line 2:	Suite 2100		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	28183-10000 MEG		
NAME OF SUBMITTER:	Mark K. Suri		

CH \$65.00 1015808

Signature:

/s/ Mark K. Suri

Date:

09/07/2007

Total Attachments: 7

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of May 19, 2006, is made by and between Hirsh Industries, Inc., an Iowa corporation ("Hirsh"), and Merchandising Equipment Group, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Hirsh (the "Company").

RECITALS

WHEREAS, Hirsh desires to contribute to the Company, all of Hirsh's right, title and interest in and to the Assets (as defined below), subject to the Liabilities (as defined below), and the Company desires to accept such Assets.

WHEREAS, Hirsh desires to assign and transfer to the Company, and the Company desires to assume all of the liabilities and obligations, contractual or otherwise, of Hirsh associated with the Assets and the "Contracts" (as defined below) and incurred in the ordinary course of the "Business" (as defined below) (collectively, the "Liabilities").

WHEREAS, Hirsh desires to assign and transfer to the Company, and the Company desires to assume all of the liabilities and obligations, contractual or otherwise, of Hirsh (a) associated with the Assets or (b) otherwise set forth on Schedule E hereto (the liabilities and obligations listed in subsections (a) and (b) being collectively referred to herein as the "Liabilities").

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Contribution. On the terms and subject to the conditions contained in this Agreement, effective as of the date hereof, Hirsh hereby contributes, assigns, transfers, conveys and delivers to the Company, all of the right, title and interest of Hirsh in and to all of the assets, rights and properties owned, held or used in the conduct of the business of Hirsh's consumer product division (the "Business") as of the date hereof (collectively, the "Assets"), including without limitation:

- a. all accounts receivable;
- b. all inventory and raw materials;
- c. all rights of Hirsh to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;
- d. all tangible personal property, including all inventories, supplies and other materials owned by Hirsh for use or consumption in the operation of the Business, and other interests in tangible personal property used in connection with the Business, including, without limitation, the items listed on Schedule A hereto;

e. all contracts, permits, leases of personal property and leases of real property, including those listed or described on Schedule B hereto (collectively, the "Contracts"), and all outstanding offers or solicitations made by or to Hirsh to enter into a Contract, pursuant to 11 U.S.C. Sec. 365 and otherwise;

f. all intellectual property used in the Business, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter (including damages and payments for past, present or future infringements, misappropriations or other violations thereof), the right to sue and recover for past infringements, misappropriations or other violations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world, and all copies and tangible embodiments of any such intellectual property (collectively, the "Intellectual Property"), including, without limitation, the Intellectual Property listed on Schedule C hereto;

g. all books and records used by Hirsh in connection with the Business;

h. all claims of Hirsh against third parties relating to the Assets or the Business, whether choate or inchoate, known or unknown, matured or unmatured, contingent or noncontingent; and

i. the real property listed on Schedule D hereto.

Section 2. Assignment and Assumption of Liabilities. On the terms and subject to the conditions contained in this Agreement, effective as of the date of this Agreement, Hirsh hereby transfers, assigns and conveys to the Company, and the Company hereby assumes and agrees to discharge all of the Liabilities.

Section 3. Closing; Closing Deliveries.

(a) On the terms and subject to the conditions contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hirsh, 11229 Aurora Avenue, Urbandale, Iowa concurrent with the execution of this Agreement.

(b) At the Closing, Hirsh shall deliver to the Company all such instruments and documents evidencing the contribution described herein as may be reasonably required in order to effect the intent of this Agreement.

Section 4. Certain Agreements of the Parties.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party will take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, at the sole cost and expense of the requesting party.

(b) Consents; Nonassignable Contracts.

(i) The parties shall cooperate after the Closing to obtain any consents, approvals or authorizations of any governmental entities or third parties that are not obtained prior to the Closing and that are required in connection with the transactions contemplated by this Agreement (if any).

(ii) To the extent that any contract included in the listed Assets is not capable of being contributed, assigned, conveyed, transferred or delivered pursuant to this Agreement without the consent of a third party (including a governmental entity) and such consent is not obtained prior to the Closing, or if such transfer or attempted transfer would constitute a breach or violation of any such contract or applicable law, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(iii) In the event that any required consent (if any) is not obtained at or prior to the Closing, the party transferring the applicable contract will use commercially reasonable efforts to (A) provide to the transferee party, the benefits of the applicable contract, (B) cooperate in any reasonable and lawful arrangement designed to provide such benefits to such parties and (C) enforce at the request of the transferee party and for the respective account of such party, any rights of the transferring party arising from any such contract (including the right to elect to terminate such contract in accordance with the terms thereof upon the request of the transferee party).

(iv) To the extent that a transferee party is provided the benefits of any contracts referred to in subsection (iii) above, such transferee will perform the obligations arising under such contracts for the benefit of the transferring party and the other party or parties thereto.

(c) Endorsements; Payments. From and after the effective date of this Agreement, the Company shall have the right to endorse the name of Hirsh or its predecessors on any check, draft, warehouse receipt, bill of lading or negotiable instrument received in Hirsh's name by the Company, and Hirsh will promptly deliver to the Company, all payments received by Hirsh to which the Company is entitled, including payments on accounts receivable, refunds for suppliers, or insurance claim proceeds.

Section 5. Miscellaneous.

(a) Expenses. The Company will bear all legal, accounting and other costs and expenses incurred by it or on its behalf, and all of the legal, accounting and other costs and expenses incurred by Hirsh or on behalf of Hirsh, in connection with this Agreement and the transactions contemplated hereby.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

(c) Entire Agreement. This Agreement and all of the documents, agreements and certificates executed and/or delivered in connection herewith, constitute the entire agreement between the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

(d) Amendments. The provisions of this Agreement may be amended or waived only by a written instrument executed and delivered by both of the parties hereto. No other course of dealing between the parties to this Agreement or any delay in exercising any rights hereunder will operate as a waiver of any rights of such parties.

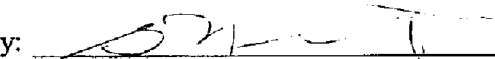
(e) No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

* * * * *

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

HIRSH INDUSTRIES, INC.

By: 
Name: G.W. Stearns
Its: PRESIDENT

MERCHANDISING EQUIPMENT GROUP, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first written above.

HIRSH INDUSTRIES, INC.

By: _____
Name: _____
Its: _____

MERCHANDISING EQUIPMENT GROUP, LLC

By: Thomas L. Hilbert
Name: THOMAS L. HILBERT
Its: PRESIDENT

Schedule C
Intellectual Property

PATENTS

R&S Case Number	Patent Name	Country	Application Number	Filing Date	Patent Number	Issue Date
	Thin Walled Shelf Fixture	US	153110	22-Mar-02	6641098	04-Nov-03

TRADEMARKS

R&S Case Number	Trademark Name	Country	Application Number	Filing Date	Registration Number	Issue Date
28183103 08F	M MEG and design	US	73/025958	03-Jul-74	1015808	15-Jul-75
28183106 16	Shelf-Space	US	72/439977	01-Nov-72	971320	23-Oct-73