

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/21/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	METO CORPORATION		12/31/2012
			Entity Type
			CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	METO LIFT, INC.		
Street Address:	29 EAST HALSEY ROAD		
City:	PARSIPPANY		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1702863	METOLIFT
CORRESPONDENCE DATA			
Fax Number:	2123820888		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 382-0700		
Email:	SMCMAHON@OSTROLENK.COM		
Correspondent Name:	CHARLES P. LAPOLLA		
Address Line 1:	1180 AVENUE OF THE AMERICAS, 7TH FLOOR		
Address Line 2:	OSTROLENK FABER LLP		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T/11-197 V26269		
NAME OF SUBMITTER:	Charles P. LaPolla		

OP \$40.00 1702863

Signature:	/CPL/
Date:	02/28/2013
Total Attachments: 8 source=11-197 - Assgt#page1.tif source=11-197 - Assgt#page2.tif source=11-197 - Assgt#page3.tif source=11-197 - Assgt#page4.tif source=11-197 - Assgt#page5.tif source=11-197 - Assgt#page6.tif source=11-197 - Assgt#page7.tif source=11-197 - Assgt#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is made and delivered as of this 31st day of December, 2012 (the "Effective Date"), by and among METO CORP., a New Jersey corporation ("Seller") and METO LIFT, INC., a New Jersey corporation ("Buyer").

### RECITALS

A. Buyer and Seller are parties to that certain Asset Purchase Agreement dated December 21, 2012 (the "Purchase Agreement"). Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office

B. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**METO CORP.**

By:   
Helmut Habicht  
Chief Executive Officer

**METO LIFT, INC.**

By: \_\_\_\_\_  
William F. Steinen, Jr.  
President

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

**METO CORP.**

By: \_\_\_\_\_  
Helmut Habicht  
Chief Executive Officer

**METO LIFT, INC.**

By: William F. Steinen, Jr.  
William F. Steinen, Jr.  
President  
*WFS* Chief Executive Officer

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

PAT. NO.	Title
1 <u>6,062,724</u>	T <u>Clamp for retaining a removable frame on a lifting apparatus for material handling equipment</u>
2 <u>5,620,167</u>	T <u>Modular butterfly valve for tablets, capsules and the like</u>
3 <u>5,509,698</u>	T <u>Axially extendible conduit</u>
4 <u>5,505,661</u>	T <u>Coupling for connecting axially misaligned and rotatable components having disengaging properties</u>
5 <u>5,489,182</u>	T <u>Lifting apparatus for a container</u>
6 <u>5,447,213</u>	T <u>Reinforced column for a lifting apparatus</u>
7 <u>5,401,134</u>	T <u>Telescoping apparatus for lifting and discharging of containers</u>
8 <u>5,388,953</u>	T <u>Method for the lifting, turning, and tilting of containers</u>
9 <u>5,388,807</u>	T <u>Modular butterfly valve</u>
10 <u>5,344,275</u>	T <u>Method and apparatus for lifting turning and tilting of containers</u>
11 <u>5,257,772</u>	T <u>Butterfly valve</u>
12 <u>5,236,003</u>	T <u>Modular butterfly valve</u>
13 <u>5,221,075</u>	T <u>Safety device for a lifting apparatus</u>
14 <u>5,205,699</u>	T <u>Method and apparatus for lifting and tilting drums of flowable material</u>
15 <u>5,000,077</u>	T <u>Enclosed adjustable servo-actuator</u>
16 <u>4,954,037</u>	T <u>Method for aligning, lifting and tilting a container relative to a vertical aperture</u>
17 <u>4,949,908</u>	T <u>Rocker-type lump breaker</u>
18 <u>D304,834</u>	T <u>Rotary actuator</u>
19 <u>4,797,050</u>	T <u>Apparatus for lifting and tilting drums of flowable material</u>
20 <u>4,462,567</u>	T <u>Discharge valve for granular materials</u>
21 <u>5,516,207</u>	Method For Blowing Dry Flowable Materials



**SCHEDULE 2**  
**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**