

## 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
Tramec, L.L.C.		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tramec Sloan, L.L.C.		
Street Address:	P.O. BOX 716		
City:	Iola		
State/Country:	KANSAS		
Postal Code:	66749		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1824303	SONOGRIP	
Registration Number:	1844212	T	
Registration Number:	2249347	TEV	
Registration Number:	2249348	STEV	
Registration Number:	2756921	SMART BOX	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$140.00 1824303

ATTORNEY DOCKET NUMBER:	8421-17
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	02/13/2014
<b>Total Attachments: 7</b> source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page1.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page2.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page3.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page4.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page5.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page6.tif source=CHI-#2798562-v1-Revised_Tramec_Sloan_lola_Contribution_Agreement_Redacted#page7.tif	

## CONTRIBUTION AGREEMENT

This Contribution Agreement (this “Agreement”) is entered into as of 12:01 AM on July 1, 2013, by and between Tramec, L.L.C., a Delaware limited liability company (“**Tramec**”) and Tramec Sloan, L.L.C., a Delaware limited liability company and a wholly-owned subsidiary of Tramec (“**Sloan**”).

### RECITALS

WHEREAS, the Board of Managers of Tramec has determined that it would be appropriate and desirable to combine the business and operations conducted by Tramec at its Iola, Kansas location (the “**Iola Business**”) with the business conducted by Sloan;

WHEREAS, Tramec desires to contribute to Sloan certain assets owned by Tramec that relate to the Iola Business, and Sloan desires to assume certain obligations and liabilities attributable to or associated with the Iola Business;

WHEREAS, as the sole member of Sloan, Tramec shall receive direct and indirect benefits from the contributions effectuated pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

### AGREEMENT

1. Contribution and Assignment of Contributed Assets. On and as of 12:01 AM on the date hereof (the “**Closing Date**”) and in accordance with the terms and conditions set forth in this Agreement, Tramec hereby does transfer, assign, convey and deliver to Sloan, and Sloan shall, and hereby does, acquire and receive from Tramec, all of the right, title and interest of Tramec as existing immediately prior to the Closing Date in and to all the contracts and assets related to the Iola Business, including without limitation, those set forth on Schedule A attached hereto, including without limitation, with respect to the trademarks set forth on Schedule A, all of Tramec’s rights therein, including the goodwill of the business associated therewith, as well as all common-law rights associated therewith (collectively, the “**Contributed Assets**”).
2. Assumption of Liabilities. On and as of 12:01 AM on the Closing Date and in accordance with the terms and conditions set forth in this Agreement, Tramec hereby assigns and transfers to Sloan, and Sloan hereby expressly assumes, and hereby covenants and agrees to perform and fulfill when due and on a timely basis, all the obligations and liabilities related to the Iola Business, including without limitation, those set forth on Schedule A attached hereto (collectively, the “**Assumed Liabilities**”).
3. Indemnification. From and after the Closing Date, Sloan shall indemnify and hold harmless Tramec and any of its officers, directors, employees, and stockholders (each, an “Indemnified Party”) from and against any Damages (as defined below) that such Indemnified Party may sustain, suffer or incur and that result from, arise out of or relate to (a) any of the Assumed Liabilities; (b) any obligation of or relating to the Iola Business existing on or arising after the Closing Date; and (c) the nonfulfillment of any covenant or agreement on the part of

Sloan set forth in this Agreement. For purposes of this Agreement, "Damages" shall mean all losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, taxes, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, but excluding in each case, incidental, consequential, indirect or punitive Damages and any Damages based on lost profit or diminution of value or any "multiple of profits".

4. Further Assurances. Each of Tramec and Sloan shall execute and deliver such further instruments of conveyance, transfer and assignment and assumption and shall take such other actions as each may reasonably request of the other in order to effectuate the purposes of this Agreement and to carry out the terms hereof. Without limiting the generality of the foregoing, at the request of Sloan, Tramec shall, as promptly as practicable after the Closing Date, execute and deliver to Sloan such other instruments of transfer, conveyance, assignment and confirmation and take such other action as Sloan may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Sloan all of the Contributed Assets, to put Sloan in actual possession and control thereof, and to permit Sloan to exercise all rights with respect thereto. At the request of Tramec, Sloan, as promptly as practicable after the Closing Date, shall execute and deliver to Tramec all instruments, undertakings and other documents and take such other action as Tramec may reasonably deem necessary or desirable in order to have Sloan fully assume and discharge the Assumed Liabilities and relieve Tramec of any liabilities with respect thereto and evidence the same to third parties. All of the foregoing instruments, undertakings and other documents shall, unless otherwise mutually agreed by Tramec and Sloan, be dated as of and be effective as of the Closing Date, and, with respect to any of the foregoing instruments, undertakings or other documents that require recordation, notwithstanding the date of (or the effective time of) recordation thereof, as between the parties hereto, the effective time of transfer shall be as of the Closing Date.

5. Confidential Information. Tramec and Sloan shall hold and cause their employees, consultants, advisors and any other agents to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such party) concerning the other party furnished to it by the other party or its representatives pursuant to this Agreement (except to the extent that such information was (a) in the public domain through no fault of the party to which it was furnished, or (b) lawfully acquired from other sources by such party), and shall not release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors who shall be advised of the provisions of this Section 5.

6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or by reputable overnight courier service (charges prepaid) or mailed by certified or registered mail, return receipt requested, with first class postage prepaid:

If to Tramec:

Tramec, L.L.C.  
c/o MacLean Investment Partners, L.L.C.  
1000 Allanson Road  
Mundelein, IL 60060  
Facsimile No.: (847) 566-0026  
Attn: George H. Cook, Jr.  
E-mail: gcook@macleanfogg.com

If to Sloan:

Tramec Sloan, L.L.C.  
c/o MacLean Investment Partners, L.L.C.  
1000 Allanson Road  
Mundelein, IL 60060  
Facsimile No.: (847) 566-0026  
Attn: George H. Cook, Jr.  
E-mail: gcook@macleanfogg.com

A party may change the address for receiving notices under this Agreement by providing written notice of the change of address to the other parties.

7. Survival of Obligations. The representations, warranties, covenants and agreements set forth in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9. Waiver. No term, provision or condition of this Agreement shall be waived except in a writing signed by both parties hereto and any such written waiver in any one or more instances shall not be deemed to be a further or continuing waiver of any such term, provision or condition of this Agreement.

10. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

11. Authority. Each of the parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and

(d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

12. Entire Agreement. This Agreement and Schedule A attached hereto constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreement or understanding between the parties with respect to the subject matter hereof. Any and all amendments and modifications of this Agreement must be in writing signed by both parties hereto.

13. Construction. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

14. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

15. Governing Law. The internal laws of the State of Illinois (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement and each of the exhibits and schedules hereto and thereto (whether arising in contract, tort, equity or otherwise).

16. Jurisdiction. If any dispute arises out of or in connection with this Agreement, except as expressly contemplated by another provision of this Agreement, the parties irrevocably (and the parties will cause each of their respective Affiliates to irrevocably) (a) consent and submit to the exclusive jurisdiction of federal and state courts located in Illinois, (b) waive any objection to that choice of forum based on venue or to the effect that the forum is not convenient, and (c) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO TRIAL OR ADJUDICATION BY JURY.

17. Injunctions. The parties acknowledge that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. The parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court having jurisdiction, such remedy being in addition to any other remedy to which they may be entitled at law or in equity.

[signature page follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized officer on the date first set forth above.

**"Tramec"**

TRAMEC, L.L.C., a Delaware limited liability company

By: 

Name: Gary Sullo

Title: President

**"Sloan"**

TRAMEC SLOAN, L.L.C., a Delaware limited liability company

By: 

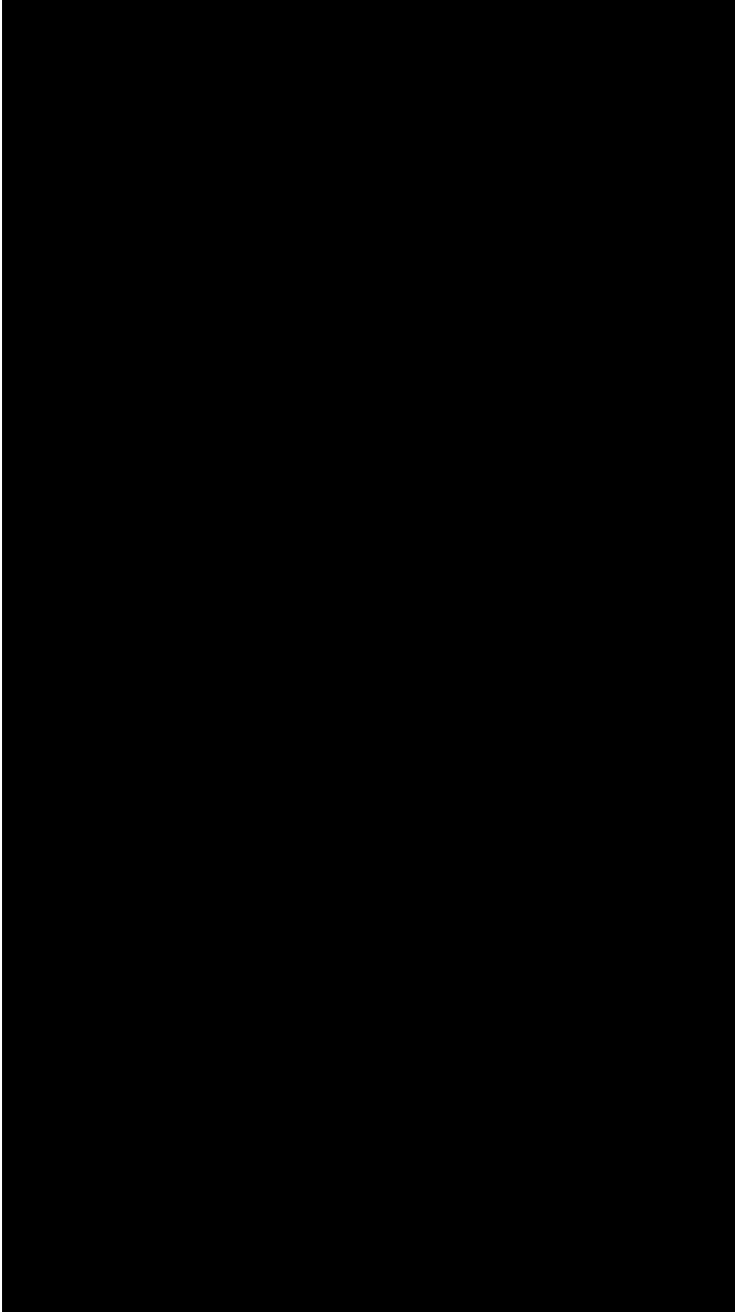
Name: Gary Sullo

Title: Chief Executive Officer

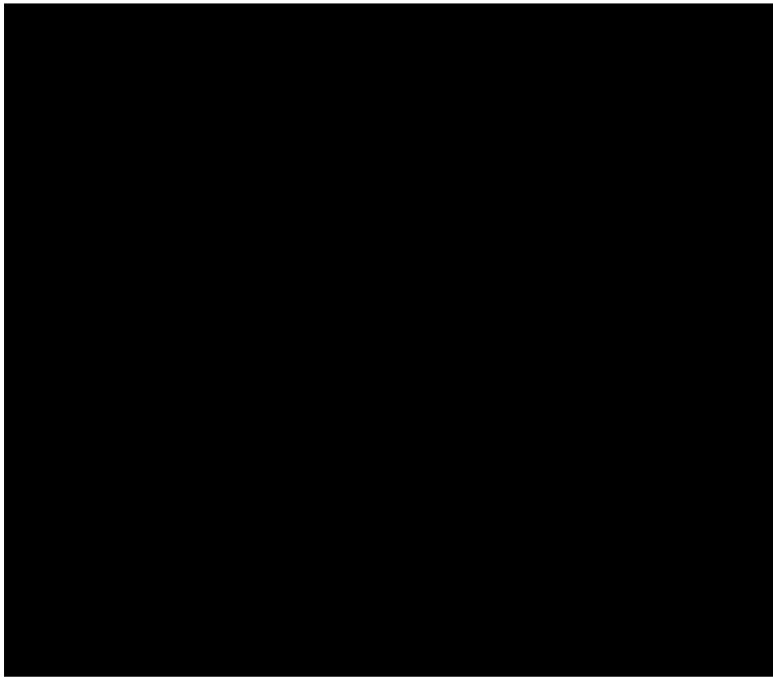
[Signature Page to Contribution Agreement]

**SCHEDULE A**

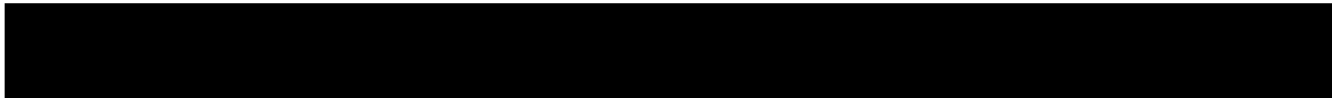
**CONTRIBUTED ASSETS AND LIABILITIES**







**Additional Specific Contributed Assets and Assumed Liabilities:**



**PATENTS**

<b>PATENT NUMBER</b>	<b>DATE</b>	<b>DESCRIPTION</b>
5,172,958	12/22/1992	AIR BRAKE CONTROL VALVE SYSTEM
5,224,874	7/6/1993	CONNECTOR PLUG
5,286,095	2/15/1994	AIR BRAKE EMERGENCY CONTROL VALVE
5,929,532	7/27/1999	ABS ACCESSORY SWITCH
8,376,758	2/9/2013	RECEPTACLE WITH PRINTED CIRCUIT BOARD

**TRADEMARKS**

<b>REGISTRATION NO.</b>	<b>DATE</b>	<b>TITLE</b>
1,824,303	3/1/1994	SONOGRIP
1,844,212	7/12/1994	T & DESIGN
2,249,347	6/1/1999	TEV
2,249,348	6/1/1999	STEV
2,756,921	8/26/2003	SMART BOX