

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actuant Corporation		03/15/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	ENGINEERED SOLUTIONS, L.P.		
Street Address:	1217 EAST SEVENTH STREET		
City:	Mishawaka		
State/Country:	INDIANA		
Postal Code:	46544		
Entity Type:	LIMITED PARTNERSHIP: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78214830	POWER LEVEL	
Serial Number:	75056853	KWIKEE	
Serial Number:	74718818	SIDEWINDER	
Serial Number:	74339033	SUPERSLIDE	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-271-6560		
Email:	mkeipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E Wisconsin Ave		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	206214-9007		
NAME OF SUBMITTER:	Edward R. Lawson Jr.		
SIGNATURE:	/edward r. lawson jr./		
DATE SIGNED:	04/04/2014		
Total Attachments: 4			
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CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

THIS AGREEMENT ("Agreement") is made effective as of the 15th day of March, 2014 ("Effective Date") by and between Actuant Corporation, a Wisconsin corporation ("Transferor"), and Engineered Solutions, L.P., an Indiana limited partnership ("Transferee").

WHEREAS, Transferor desires to transfer and assign to Transferee and Transferee desires to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain of the assets, rights, liabilities and obligations of Transferor used exclusively in Transferor's recreational vehicle businesses operated under the brand names Power Gear, Power Level, Kwiikee, Sidewinder and Superslide (collectively, the "Transferred Business").

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. When used in this Agreement, the following terms shall have the meanings specified below:

(a) Intangible Assets. Intangible Assets shall mean the Transferor's rights in the following to the extent owned or licensed by Transferor and used exclusively in the Transferred Business: know-how, operating methods and procedures, processes, advertising formats, logos, goodwill, and advertising and promotional rights, in each case, existing as of March 15, 2014 and those patents and trademarks set forth on Schedule A hereof, but, for the avoidance of doubt, shall not include the name "Actuant" or any derivation thereof or marks used in connection therewith.

(b) Records. Records shall mean such books, documents and records owned and used by Transferor exclusively in the conduct of the Transferred Business as of March 15, 2014, including governmentally required records, manuals, engineering data, designs, drawings, and other written materials.

(c) Liabilities. Liabilities shall mean all of Transferor's liabilities and obligations relating to the Transferred Business.

2. Transfer and Assumption. Transferor does hereby sell, assign, transfer and deliver to Transferee the following assets ("Transferred Assets"):

(a) Intangible Assets; and

(b) Records.

3. Acceptance and Assumption. Transferee hereby assumes and agrees to discharge, pay and satisfy all of the Liabilities. Transferee shall hold Transferor and its affiliates harmless from and indemnify Transferor from all losses suffered by Transferor and its affiliates arising from or relating to Transferee's failure to comply with this Section 3 or otherwise relating to the Liabilities.

TRANSFEROR TRANSFERS AND TRANSFEREE ACCEPTS THE TRANSFERRED ASSETS PURSUANT TO THIS AGREEMENT ON AN AS-IS-WHEREAS BASIS AND TRANSFEROR AND ITS AFFILIATES EXPLICITLY DO NOT MAKE OR PROVIDE AND THE TRANSFEREE HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE TRANSFERRED ASSETS, THE TRANSFERRED BUSINESS OR THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY AND SAMPLES, OR CONDITION OF THE TRANSFERRED ASSETS OR THE TRANSFERRED BUSINESS OR ANY PART THEREOF.

4. Cooperation. Transferee and Transferor agree to reasonably cooperate with each other in the preparation and filing of any required forms or documents in connection with the consummation of the transaction contemplated hereby.

5. No Reliance. No third party is entitled to rely on any of the agreements of Transferee or Transferor contained in this Agreement.

6. Amendment. This Agreement may only be amended by a written instrument signed by Transferor and Transferee.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

8. Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the state and federal courts located in Milwaukee, Wisconsin, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby ("Proceedings"). Each party agrees to commence any Proceeding either in the state or federal courts located in Milwaukee, Wisconsin. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Milwaukee, Wisconsin with respect to any matters to which it has submitted to jurisdiction in this Section 9. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts located in Milwaukee, Wisconsin, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

9. Waiver of Jury Trial Right. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (a) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

10. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

11. Assignment. No party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date set forth above.

ACTUANT CORPORATION

ENGINEERED SOLUTIONS, L.P.

By: _____

Dawn M. Boland, Assistant Secretary

By: _____


Terry M. Braatz, Treasurer

Schedule A

Patents

Redacted

Trademarks

Country	Trademark/Name	Design	Serial/ Application No.	Filed	Registration No.	Registered
United States of America	POWER LEVEL and Design		78-214830	February 14, 2003	2,819,850	March 2, 2004
United States of America	KWIKEE		75-056853	February 12, 1996	2,032,080	January 21, 1997
United States of America	SIDEWINDER		74-718818	August 22, 1995	2,089,740	August 19, 1997
United States of America	SUPERSLIDE		74-339033	December 10, 1992	1,863,637	November 22, 1994