

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Equipment Company, Inc.		05/30/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Modern Equipment Company, LLC		
Street Address:	369 West Western Avenue		
City:	Port Washington		
State/Country:	WISCONSIN		
Postal Code:	53074		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3125639	JET MELTER	
Registration Number:	1531613	JOHN WOOD	
Registration Number:	3026687	MICRO JET MELTER	
Registration Number:	1517775	MOD-TUNDISH	
Registration Number:	1840294	VALLEY FORGE PENNSYLVANIA FOUNDED IN 186	
Serial Number:	86210275	THINKMODERN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-271-6560		
Email:	madipocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E. Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202-4108		
ATTORNEY DOCKET NUMBER:	067014-9093-US00		
NAME OF SUBMITTER:	Laura M. Konkell		
SIGNATURE:	/laura m. konkell/		
DATE SIGNED:	06/18/2014		

OP \$165.00 3125639

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 30, 2014 ("Effective Date") by and between **Modern Equipment Company, Inc.**, a Wisconsin corporation, 369 West Western Avenue, Port Washington, Wisconsin 53074, USA ("Assignor"), and **Modern Equipment Company, LLC**, a Delaware limited liability company, 369 West Western Avenue, Port Washington, Wisconsin 53074, USA ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below in the first recital).

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 1, 2014, by and among Alco Industries, Inc., Miller Chemical and Fertilizer Corporation, Miller Chemical Costa Rica, S.A., Assignor, and Dunes Point Capital Investment Partners I-A, LLC (the "Agreement"), Assignor has sold to Assignee, all assets related to, generated by, or used in the Business (other than the Excluded Assets);

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest, in and to the Acquired Intellectual Property, together with any and all goodwill associated with any of the foregoing (the "Intellectual Property"); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Intellectual Property, such that Assignee will be the exclusive owner of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications filed in connection therewith (the "Trademarks") included in the Intellectual Property, including, but not limited to, the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, and (iii) all income, royalties, proceeds arising out of any of the foregoing, including rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements, dilutions, or violations thereof, all in Assignee's sole name.

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the

United States Patent and Trademark Office (or any corresponding foreign entity or agency); provided, however, that it being understood that Assignors shall not be required to (i) commence any litigation in connection with this Section 5; or (ii) expend money except as specifically contemplated by Section 9.2 of the Purchase Agreement in connection with this Section 2.

* * * * *

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

MODERN EQUIPMENT COMPANY,
INC.



Name: Daniel L. Damstra

Title: Secretary and General Counsel

MODERN EQUIPMENT COMPANY,
LLC

Name: _____

Title: _____

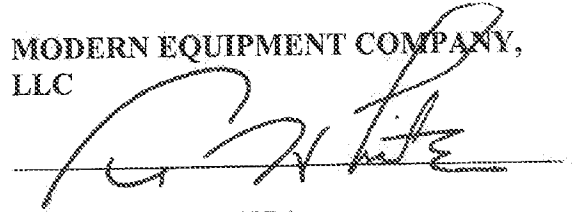
IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

MODERN EQUIPMENT COMPANY,
INC.

Name: _____

Title: _____

MODERN EQUIPMENT COMPANY,
LLC

A handwritten signature in black ink, appearing to read "Timothy J. White", is written over a horizontal line.

Name: Timothy J. White

Title: Authorized Signatory

SCHEDULE A

Title	Country	Status	Application Number	Registration Number
JET MELTER	United States of America	Registered	78/361146	3125639
JOHN WOOD	United States of America	Registered	73/749290	1531613
MICRO JET MELTER	United States of America	Registered	78/361159	3026687
MOD TUNDISH	United States of America	Registered	73/658630	1517775
THINKMODERN	United States of America	Pending	86/210275	
VALLEY FORGE PENNSYLVANIA FOUNDED IN 1867 JOHN WOOD	United States of America	Registered	74/326,213	1840294