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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ic Version v1.1 ETAS ID: TM374568

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mill Technology Company		02/19/2016	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Buhler Inc.
Street Address:	13105 12th Avenue North
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55441
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3760036	MULTIMPACT

CORRESPONDENCE DATA

Fax Number: 6127661600

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.

Phone: 6127667000

Email: tmmpls@faegrebd.com

Correspondent Name: Justina Roberts/Sarah House
Address Line 1: 90 South Seventh Street
Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	410315.52
NAME OF SUBMITTER:	Sarah M. House
SIGNATURE:	/Sarah M House/
DATE SIGNED:	02/25/2016

Total Attachments: 4

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> TRADEMARK REEL: 005739 FRAME: 0633

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("<u>Trademark Assignment</u>"), dated as of February 19, 2016, is made by Mill Technology Company ("<u>Seller</u>"), a Minnesota corporation located at 10855 57th Avenue North, Minneapolis, MN 55442, in favor of Bühler Inc. ("<u>Buyer</u>"), a Minnesota corporation, located at 13105 12th Avenue North, Plymouth, MN 55441, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Gary Minor, Buyer and Seller, dated as of the date hereof (the "<u>Asset Purchase Agreement</u>").

WHEREAS, under the terms of the Asset 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 Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule 1</u> attached hereto and all issuances, extensions and renewals thereof;
- (b) 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;
- (c) 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
- (d) 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. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding

1

entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be required or reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. This Trademark Assignment is being executed pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark 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 Trademark 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 Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

* * *

[Signature Page Follows]

2

TRADEMARK ASSIGNMENT

SCHEDULE 1

TRADEMARK	COUNTRY	REG.NO.	REG. DATE
MULTIMPACT	UNITED STATES	3760036	3/16/2010

US.103797004.03

TRADEMARK REEL: 005739 FRAME: 0636 IN WITNESS WHEREOF, the Seller has caused this Trademark Assignment to be executed as of the date first written above.

MILL TECHNOLOGY COMPANY

Name: Gary Minor

Title: Chief Executive Officer

[Trademark Assignment Signature Page]

TRADEMARK REEL: 005739 FRAME: 0637

RECORDED: 02/25/2016