

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hamer Holding Corp.		12/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hamer-Fischbein LLC		
Street Address:	14650 28th Avenue North		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55447		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1019669	FISCHBEIN	
CORRESPONDENCE DATA			
Fax Number:	6123715213		
<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:	6123715213		
Email:	mmorris@merchantgould.com		
Correspondent Name:	Heather J. Kliebenstein		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	04812.0035US02		
NAME OF SUBMITTER:	Heather J. Kliebenstein		
SIGNATURE:	/Heather J. Kliebenstein/		
DATE SIGNED:	03/01/2016		
Total Attachments: 4			
source=Assignment Hamer Holding Corp. to Hamer-Fischbein LLC#page1.tif			
source=Assignment Hamer Holding Corp. to Hamer-Fischbein LLC#page2.tif			
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source=Assignment Hamer Holding Corp. to Hamer-Fischbein LLC#page4.tif			

OP \$40.00 1019669

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “*Agreement*”) is entered into as of December 29, 2015 by and among (i) Duravant LLC, a Delaware limited liability company (f/k/a Fischbein LLC) (“*Duravant*”), (ii) Hamer Holding Corp., a Delaware corporation (“*Hamer Corp*”) and (iii) Hamer – Fischbein LLC, a Delaware limited liability company (f/k/a Hamer, LLC) (“*Hamer LLC*”) (each, individually a “*Party*,” and collectively, the “*Parties*”).

WHEREAS, Duravant owns certain assets set forth on Exhibit A hereto (the “*Contributed Assets*”);

WHEREAS, as of the date hereof, Duravant has incurred certain liabilities and obligations relating to the Contributed Assets (the “*Assumed Liabilities*”);

WHEREAS, effective immediately upon the execution and delivery of this Agreement by the Parties, (i) Duravant desires to contribute the Contributed Assets to Hamer Corp and (ii) immediately upon receipt of the Contributed Assets from Duravant, Hamer Corp desires to contribute the Contributed Assets to Hamer LLC (the “*Asset Contribution*”);

WHEREAS, in connection with the Asset Contribution, Hamer LLC is willing to assume, pay, perform and discharge all of the Assumed Liabilities;

WHEREAS, Duravant is the borrower under (i) that certain First Lien Credit and Guaranty Agreement, dated as of June 17, 2015, by and among Duravant, Engineered Machinery Acquisition, Inc., the other guarantors from time to time party thereto, the lenders from time to time party thereto and BNP Paribas, as administrative agent and collateral agent (the “*First Lien Credit Agreement*”) and (ii) that certain Second Lien Credit and Guaranty Agreement, dated as of June 17, 2015, by and among Duravant, Engineered Machinery Acquisition, Inc., the other guarantors from time to time party thereto, the lenders from time to time party thereto and BNP Paribas, as administrative agent and collateral agent (the “*Second Lien Credit Agreement*” and together with the First Lien Credit Agreement, the “*Credit Agreements*”); and

WHEREAS, the Parties have granted a security interest in and a lien on substantially all of their assets to secure the obligations of Duravant under the Credit Agreements (the “*Credit Agreement Liens*”).

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, do hereby agree as follows:

1. Contribution of the Contributed Assets.

1.1. Effective immediately upon execution and delivery of this Agreement, Duravant does hereby contribute, assign, convey, transfer and deliver the Contributed Assets to Hamer Corp, and Hamer Corp does hereby accept from Duravant, free and clear of all liens and encumbrances (other than Credit Agreement Liens), all of Duravant’s right, title and interest in and to the Contributed Assets, to have and hold, for its own use and benefit, forever for and in

consideration of good and valuable consideration; and

1.2. Effective immediately upon receipt of the Contributed Assets from Duravant, Hamer Corp does hereby contribute, assign, convey, transfer and deliver the Contributed Assets to Hamer LLC, and Hamer LLC does hereby accept from Hamer Corp, free and clear of all liens and encumbrances (other than Credit Agreement Liens), all of Hamer Corp's right, title and interest in and to the Contributed Assets, to have and hold, for its own use and benefit, forever for and in consideration of good and valuable consideration.

2. Assumption of Liabilities. Upon the completion of the Asset Contribution, Hamer LLC does hereby assume and agrees to pay, perform and discharge when due all of the Assumed Liabilities and any and all liabilities and obligations relating to the Contributed Assets on or after the date hereof.

3. Further Assurances. Each of the Parties will, without further consideration, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, agreements, transfers, conveyances and assurances as may reasonably be required in order to effectuate the transactions as contemplated hereby.

4. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement, Binding Effect. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they are related hereto. This Agreement shall be binding upon, inure for the benefit of and be enforceable by the Parties and their respective successors and assigns.

(c) Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen), each of which shall be deemed an original but all of which together will constitute one and the same instrument.


(d) Headings. The section or paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict or choice of law provision that would require the applications of the laws of any other jurisdiction.


[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.


DURAVANT LLC

By: 
Name: Craig Reuther
Title: CFO, Treasurer and Secretary

HAMER HOLDING CORP.

By: 
Name: Craig Reuther
Title: CFO, Treasurer and Secretary

HAMER – FISCHBEIN LLC

By: 
Name: Craig Reuther
Title: CFO, Treasurer and Secretary

[Signature Page to Hamer Contribution Agreement]

Exhibit A

Contributed Assets

All of the assets reflected on the balance sheet of Fischbein Statesville, including all:

1. Cash and Cash Equivalents
2. Trade Accounts Receivables, net
3. Inventories, net
4. Prepaid Assets
5. Buildings and Improvements, net
6. Machinery and Equipment, net
7. Computer Equipment, net
8. Furniture and Fixtures, net
9. Capitalized Leases
10. Construction in Progress
11. Customer Lists and Relationships
12. Developed Technology
13. Tradenames and Trademarks
14. Capitalized Lease obligations
15. Trade Accounts Payable
16. Other Accounts Payable
17. Accrued wages
18. Accrued bonuses
19. Accrued Vacation
20. Accrued Holiday and Sick pay
21. Accrued warranty
22. Accrued commissions
23. Accrued Customer deposits
24. Accrued Insurance
25. Accrued taxes
26. Accrued professional fees
27. Accrued other
28. Intercompany payables and receivable, net
29. Retained earnings