

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portec, Inc.		07/11/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Interroll (Schweiz) AG		
Street Address:	Via Gorelle 3		
City:	Sant' Antonino		
State/Country:	SWITZERLAND		
Postal Code:	6592		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1164202	SPIRAL-CURVE	
Registration Number:	1734393	ANGLE-FLO	
Registration Number:	2542041	SPIRAL-LIFT	
Registration Number:	2702403	FLOMASTER	
Registration Number:	3041052	QUEUE-FLO	
Registration Number:	3685462	PORTEC	
CORRESPONDENCE DATA			
Fax Number:	2127252452		
<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:	212-725-2450		
Email:	email@hpiplaw.com		
Correspondent Name:	Kristin N. Matera		
Address Line 1:	110 W 40th Street - Suite 2501		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Kristin Matera		
SIGNATURE:	/Kristin N. Matera/		
DATE SIGNED:	03/21/2016		
Total Attachments: 14			

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of July 11, 2013, is by and among Portec Inc., a Delaware corporation with a registered office in Canon City, Colorado, ("Seller") and Interroll (Schweiz) AG, a Swiss ~~limited company~~ with registered offices at Sant' Antonino (Switzerland) ("Purchaser").

KMM
→ Corporation

Recitals

WHEREAS, the Seller owns all right, title and interest in and to (and has adopted, used, and is using) the trademarks, and corresponding registrations and applications thereof, set forth on Exhibit A, together with all associated common law rights and goodwill (the "Trademarks"); and

WHEREAS, the Seller owns all right, title and interest in and to the patents and patent applications set forth on Exhibit B, and all inventions embodied by such patents and patent applications (the "Patents"); and

WHEREAS, the Seller owns all right, title and interest in and to the copyrights set forth on Exhibit C (the "Copyrights"); and

WHEREAS, the Purchaser desires to acquire the Seller's entire right, title and interest in and to the Trademarks, Patents and Copyrights, and the Seller desires to sell to the Purchaser such entire rights, title and interests.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 ASSIGNMENTS

1.1 Seller hereby, effective as of the date of this Agreement, sells, assigns, and transfers to Purchaser, its successors, legal representatives, and assigns, Seller's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and owned by the Seller, throughout the world, and including any actual or potential causes of action related thereto.

1.2 Seller hereby, effective as of the date of this Agreement, sells, assigns, and transfers unto Purchaser, its successors, legal representatives, and assigns, Seller's entire right, title and interest throughout the world in and to the Patents, and all divisions, renewals, continuations, continuations-in-part, reexaminations, reissues, and extensions thereof, and all Letters Patent of the United States which may be granted on any applications included in the Patents, and all rights of priority under International Conventions and any applications for Letters Patent which may hereafter be filed claiming priority to any of the Patents, in any country or countries foreign to the United States and all Letters Patent which may be granted for said applications in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof, and any actual or potential causes of action related thereto.

1.3 Seller hereby, effective as of the Agreement, sells, assigns, and transfers unto Purchaser, its successors, legal representatives, and assigns, Seller's entire right title, and interest throughout the world in and to the Copyrights as defined in and identified on Exhibit C attached hereto.

1.4 Seller hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said applications to Purchaser, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

1.5 Seller hereby agrees to execute and deliver to Purchaser such assignments and other documents as Purchaser (or its successor or assigns) may request, from time to time, to confirm, evidence, and/or perfect the assignments provided for in this Agreement.

1.6 Seller and Purchaser hereby clarify and confirm that Seller is not transferring any other intangible or intellectual property rights that it owns to the Purchaser other than the specific rights expressly described in Sections 1.1-1.3 above. For sake of clarity, the Seller is retaining ownership of (i) all value associated with existing and future-generated customers lists and information, customer value, contracts, suppliers and similar rights and (ii) all general goodwill associated with the business of the Seller and not directly associated with the Trademarks, including but not limited to, all trade secret rights and corresponding rights in confidential and proprietary information and other non-public information except such information as is directly associated with the Trademarks, including but not limited to, improvements, know how, technology, manufacturing, production processes and techniques, testing information, research and development information, drawings, specifications, plans, proposals, technical data, business and marketing plans, market surveys, market know how, residual, development tools, design tools, advertising and promotional materials.

ARTICLE 2
PURCHASE PRICE

left blank intentionally.

Daniel R. King

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller represents and warrants to the Purchaser as of the date hereof as follows:

3.1 Authority; Authorization. The Seller has all the necessary power and authority to execute and deliver this Agreement to consummate the transactions contemplated by this Agreement and to perform the Seller's obligations under this Agreement.

3.2 Binding Effect. This Agreement has been duly executed and delivered by the Seller and each constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforcement may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally and (b) the discretion of the appropriate court with respect to specific performance, injunctive relief or other forms of equitable remedies.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Seller as of the date hereof as follows:

4.1 Authority; Authorization. The Purchaser has all necessary power and authority to execute and deliver this Agreement and the instruments to be executed and delivered pursuant hereto by the Purchaser, to consummate the transactions contemplated by this Agreement and to perform the Purchaser's obligations under this Agreement.

4.2 Binding Effect. This Agreement has been duly executed and delivered by the Purchaser and each constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as enforcement may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally, and (b) the discretion of the appropriate court with respect to specific performance, injunctive relief or other forms of equitable remedies.

ARTICLE 5
MISCELLANEOUS

5.1 Governing Law; Jurisdiction; Venue. This Agreement will be governed by, and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

5.2 Entire Agreement. This Agreement constitutes the entire Agreement among the Parties with respect to the subject matter of this Agreement, and supersedes all oral and written proposals, representations, understandings and agreements previously made or existing with respect to such subject matter.

5.3 Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which when taken together will

constitute one and the same instrument. Any Party may execute this Agreement by facsimile or electronic signature and the other Parties will be entitled to rely on such facsimile or electronic signature as conclusive evidence that this Agreement has been duly executed by such Party.

5.4 Invalidity. In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and each such other provision will remain in full force and effect.

5.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and each of their successors and assignees.

5.6 Amendment. This Agreement may not be amended orally or by any course of conduct pursued by any Party, but may only be amended by a writing signed by the Parties.

5.7 Waiver. No failure by a Party to insist upon strict performance of any provision of this Agreement by another Party will be deemed a waiver by such Party of that Party's rights or remedies, or a waiver by it of any subsequent default by the other Party, and no waiver by a Party of any right or remedy under this Agreement will be effective unless made in writing, and each such written waiver will be limited to the specific instance referred to in such writing.

[SIGNATURE PAGE FOLLOWS]

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

SELLER

PORTEC, INC.

By: 

Name: THOMAS S. McCALL

Title: PRESIDENT

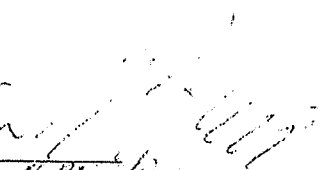
PURCHASER

INTERROLL (SCHWEIZ) AG

By: 

Name: R. Zumbühl

Title: CEO


H. Bönigk
Controller

PURCHASE AND SALE AGREEMENT - SIGNATURE PAGE

EXHIBIT A

Trademarks

075474.00000 Business 1168112v5

TRADEMARK
REEL: 005753 FRAME: 0960

PORTEC STATUS									
Docket No.	Case Type	Country	Status	Serial No.	Filing Date	Reg./Pat. No.	Registered/ Issued	Mark/Trade/Matter	Formal Status
PEC TM-2	TM	US	Registered			1164202	8/4/1981	SPIRAL-CURVE	Renewal due between 2/4/21 & 8/4/21
PEC TM-2 F4	FOR TM	Canada	Registered			287190	1/20/1984	SPIRAL-CURVE	Renewal due between 7/20/13 & 1/20/14
PEC TM-2 F5	FOR TM	Benelux	Registered			393625	6/8/1983	SPIRAL-CURVE	FA filed renewal 4/25/13; awaiting Renewal Certificate
PEC TM-2 F6	FOR TM	France	Registered			1237048	5/27/1983	SPIRAL-CURVE	FA filed renewal 5/14/13; awaiting Renewal Certificate
PEC TM-2 F8	FOR TM	Switzerland	Registered			334172	7/8/1983	SPIRAL-CURVE	Renewal due between 1/8/13 & 7/8/13
PEC TM-2 F9	FOR TM	Germany	Registered			1078055	9/21/1984	PORTEC-SPIRAL-CURVE	Renewal due between 3/30/14 & 9/30/14
PEC TM-3 (a)	TM	US	Registered			2542041	2/26/2002	SPIRAL-LIFT	2nd renewal due 1/24/22
PEC TM-3(a) F4	FOR TM	Canada	Registered			301864	4/12/1985	SPIRAL-LIFT	Renewal due between 10/12/14 & 4/12/15
PEC TM-3(a) F5	FOR TM	Benelux	Registered			393626	6/8/1983	SPIRAL-LIFT	FA filed renewal 4/25/13; awaiting Renewal Certificate
PEC TM-3(a) F6	FOR TM	France	Registered			1237049	5/27/1983	SPIRAL-LIFT	FA filed renewal 5/14/13; awaiting Renewal Certificate
PEC TM-3(a) F8	FOR TM	Switzerland	Registered			334173	7/8/1983	SPIRAL-LIFT	Renewal due between 1/8/13 & 7/8/13
PEC TM-3(a) F9	FOR TM	Germany	Registered			1078056	9/21/1984	PORTEC-SPIRAL-LIFT	Renewal due between 3/30/14 & 9/30/14

PEC TM-4 F5	FOR TM	Benelux	Registered					393629	6/8/1983	FLOMASTER	FA filed renewal 4/25/13; awaiting Renewal certificate
PEC TM-6 F2	FOR TM	Benelux	Registered					393628	6/8/1983	KNIFE-EDGE	FA filed renewal 4/25/13; awaiting Renewal Certificate
PEC TM-6 F3	FOR TM	France	Registered					1237051	5/27/1983	KNIFE-EDGE	FA filed renewal 5/14/13; awaiting Renewal Certificate
PEC TM-5 F5	FOR TM	Switzerland	Registered					354400	6/8/1983	KNIFE-EDGE	FA in the process of renewing trademark registration
PEC TM-6 F6	FOR TM	Germany	Registered					1067575	6/9/1983	KNIFE-EDGE	Signed POA emailed to FA 6/10/13; Renewal due 6/30/13
PEC TM-11	TM	US	Registered	74/195573	8/19/1991			1734393	11/24/1992	ANGLE-FLO	Renewal due between 5/24/22 & 11/24/22
PEC TM-11 F8	FOR TM	South Korea	Registered	12192/2003	10/28/2003			278142	1/12/2004	ANGLE-FLO	Renewal due between 4/28/13 & 10/28/13
PEC TM-11 F12	FOR TM	Sweden	Registered					248463	4/23/1993	ANGLE-FLO	FA filed renewal 10/19/12; awaiting Renewal Certificate
PEC TM-11 F15	FOR TM	Hong Kong	Registered	433/92				199302150	1/20/1992	ANGLE-FLO	Renewal due between 7/20/22 & 1/20/23
PEC TM-11 F17	FOR TM	UK	Registered					1487346	1/9/1992	ANGLE-FLO	Renewal due between 7/9/18 & 1/9/19

PEC TM-11 F19	FOR TM	China	Pending	11459977	9/7/2012		9/7/2012	ANGLE-FLO (in Chinese)	Application filed 9/7/12; awaiting Certificate of Registration
PEC TM-11 F19(a)	FOR TM	China	Pending	11459976	9/7/2012		9/7/2012	ANGLE-FLO (in English)	Application filed 9/7/12; awaiting Certificate of Registration
PEC TM-16	TM	US	Registered			1883329	3/14/1998	CHUTEMASTER	Renewal due between 9/14/14 & 3/14/15
PEC TM-18	TM	US	Registered			2446483	4/24/2001	SIGMA	Renewal due between 10/24/20 & 4/24/21
PEC TM-18 F2	FOR TM	Canada	Registered			596771	12/8/2003	SIGMA	Renewal due between 6/8/18 & 12/8/18
PEC TM-21	TM	US	Registered			2702403	4/1/2003	FLOMASTER	Renewal due between 10/1/22 & 4/1/23
PEC TM-22	TM	US	Registered			2962532	6/14/2005	KNIFE-EDGE	Renewal due between 12/14/14 & 6/14/15
PEC TM-24	TM	US	Registered			3,041,052	1/10/2006	QUEUE-FLO	Renewal due between 7/10/15 & 1/10/16
PEC TM-31	TM	US	Registered			3685462	9/22/2009	PORTEC	Section 8 & 15 due between 9/22/14 & 9/22/15

PEC TM-31 F1	FOR TM	China	Registered	5934546	8/9/2007	5934546	11/7/2009	PORTEC (in English)	Renewal due between 5/7/19 & 11/6/19
PEC TM-31 F2	FOR TM	China	Registered	5934547		5934547	11/7/2009	PORTEC (in Chinese)	Renewal due between 5/7/19 & 11/6/19
PEC TM-31 F3	FOR TM	Hong Kong	Registered			301302326	3/12/2009	PORTEC (in English)	Renewal due between 9/12/18 & 3/11/19
PEC TM-31 F4	FOR TM	South Korea	Registered			40-0832904	8/13/2010	PORTEC (in English)	Renewal due between 8/13/19 & 8/13/20

PEC TM-31 FS	FOR TM	EPO	Registered			1451426	1/7/2000	PORTEC	Renewal due between 7/1/19 & 1/7/20
PEC TM-32	TM	US	Registered			909455	3/9/1971	PORTEC POLY INSULATED	Renewal due between 4/10/13 & 10/16/13
PEC TM-33	TM	US	Registered			970517	10/16/1973	PORTEC POLY PLATE	Renewal due between 4/10/13 & 10/16/13
PEC TM-35	TM	US	Registered			3981531	6/21/2011	IT'S YOUR TURN	Section 8 & 15 due between 6/21/16 & 6/21/17
Portec TM-35 F1	FOR TM	China	Registered	8958174	1/4/2011	8958174	12/29/2011	IT'S YOUR TURN	Renewal due between 6/27/21 & 12/27/21
Portec TM-35 F1(a)	FOR TM	China	Registered	8958175		8958175	4/28/2012	IT'S YOUR TURN	Renewal due 10/27/21 & 4/27/22

EXHIBIT B

Patents

Patents

1. United States Patent No. US 7,650,979 B2 for Ball Transfer Device, dated January 26, 2010.
2. United States Patent No. US 7,584,840 B2 for Strip Belt Conveyor, dated September 8, 2009.

EXHIBIT C

Copyrights

Left away intentionally.

Daniel F. [Signature]