

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429022

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900406242		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hill Fastener Corporation		03/31/2011	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Tramec Hill Fastener, LLC		
Street Address:	1602 McNeil Road		
City:	Rock Falls		
State/Country:	ILLINOIS		
Postal Code:	61071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0901092	H	
Registration Number:	1070896	HILL-LOCK	
Registration Number:	0934807	HILL	
Registration Number:	1524157	HF	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-7903		
ATTORNEY DOCKET NUMBER:	8421.15		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	05/26/2017		

Total Attachments: 14

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ASSET SALE AGREEMENT

This ASSET SALE AGREEMENT dated as of March 31, 2011 (this "Agreement") is by and among Hill Fastener Corporation, an Illinois corporation (together with its successors and permitted assigns, the "Company"), Mr. Robert W. Hill ("Shareholder"), Mrs. Nancy E. Hill ("Real Property Owner" and, together with Shareholder and the Company, the "Sellers") and Tramec Hill Fastener, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "Purchaser").

RECITALS:

A. The Company is in the business of manufacturing special bolts for the industrial, recreational and military industries (the "Business").

B. Real Property Owner owns the Real Property (as defined herein) that is used in the operation of the Business.

C. Shareholder and Real Property Owner own, beneficially and of record, all of the outstanding capital stock of the Company.

D. Purchaser desires to acquire from the Sellers, and the Sellers desire to sell to Purchaser, the Business and substantially all of the assets of the Business, including the Real Property, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Previously Defined Terms. Each term defined in the first paragraph and Recitals of this Agreement shall have the meaning set forth above whenever used herein, unless otherwise expressly provided or unless the context clearly requires otherwise.

1.2. 

PP. 2-4 – REDACTED

“Material Adverse Effect” means any change in, or effect on, the Business as currently conducted that is materially adverse to the results of operations or financial condition of the Business, taken as a whole.

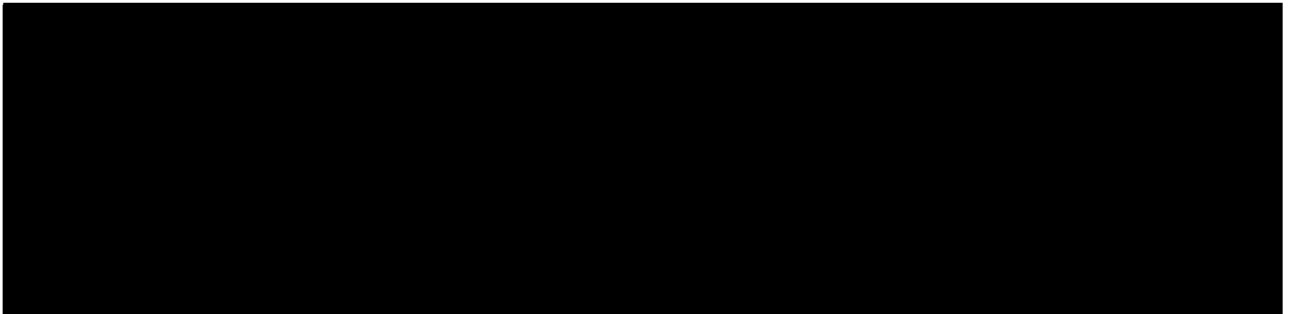
“Multiemployer Plan” means a multiemployer plan as defined in Section 3(37) of ERISA.

“Multiple Employer Welfare Arrangement” means a multiple employer welfare arrangement as defined in Section 3(40) of ERISA.

“Net Current Assets” means the Current Assets minus the Current Liabilities.

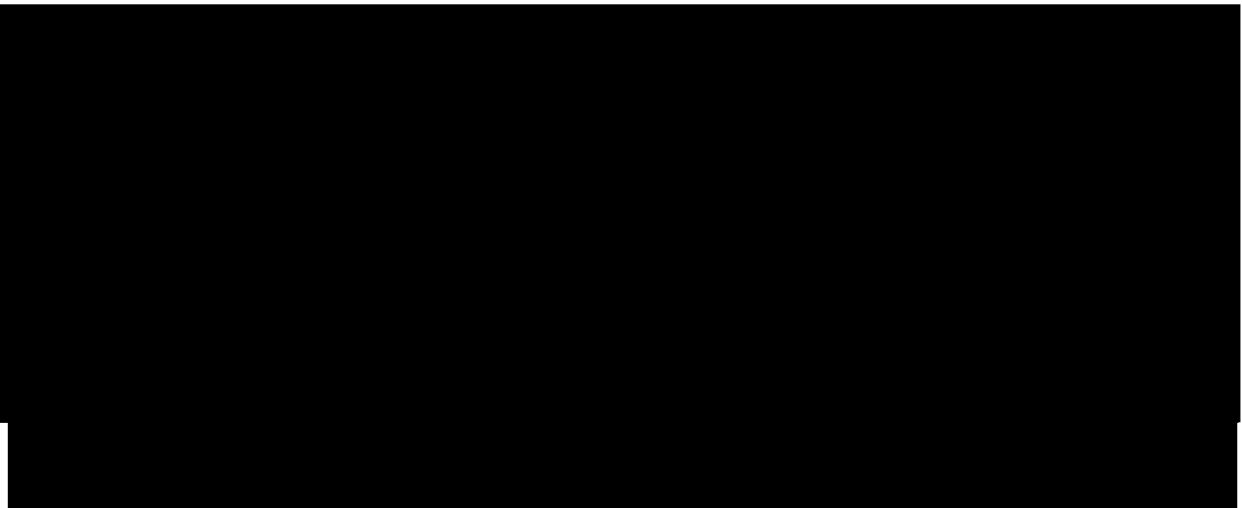
“Pension Plan” means an employee pension benefit plan as defined in Section 3(2) of ERISA.


“Permitted Exceptions” shall mean, with respect to the Real Property, the following:



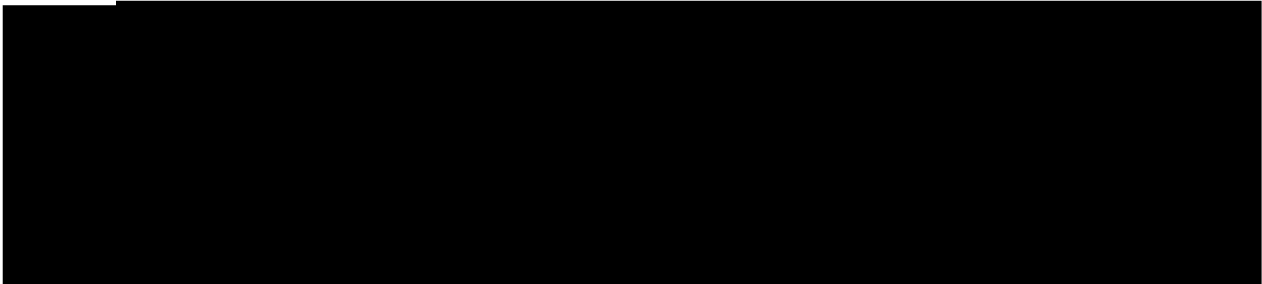
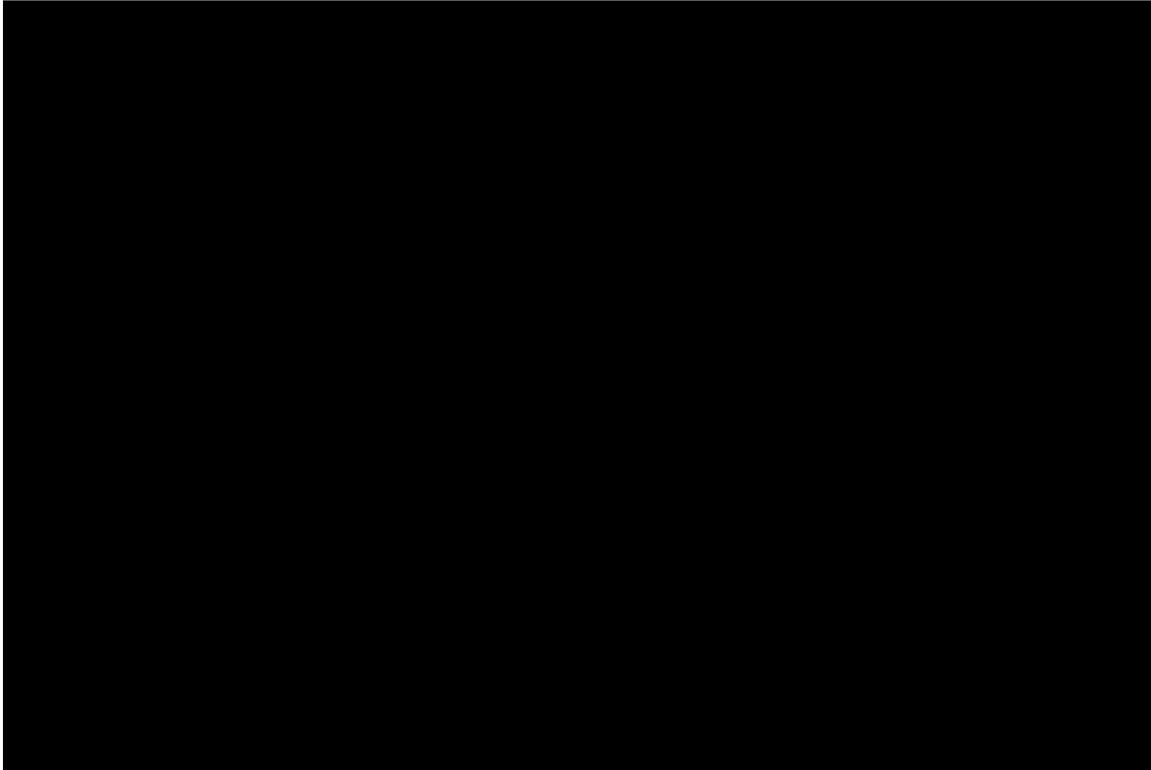
“Person” means any natural person, company, corporation, limited liability company, partnership, joint venture, trust, association or unincorporated entity of any kind.

“Purchased Assets” means the Business and, except for the Retained Assets, all assets, rights and properties owned by the Sellers on the Closing Date, whether or not carried and reflected on the books of the Sellers, including the following:





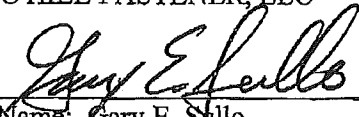
(g) all of the Sellers' right, title and interest in and to the following intellectual property: trade names, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications; copyrights, copyright registrations, copyright applications; patent rights (including issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates); domain names; licenses with respect to any of the foregoing; trade secrets, proprietary manufacturing information and know-how; computer software, inventions, inventors' notes, drawings and designs; customer and vendor lists and the goodwill associated with any of the foregoing ("Intellectual Property"), including any of the foregoing described in the Disclosure Schedules and all right, title and interest in the name "Hill Fastener";



PP. 9-32 REDACTED

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

TRAMEC HILL FASTENER, LLC

By: 
Name: Gary E. Stallo
Title: President

HILL FASTENER CORPORATION

By: _____
Name:
Title:

Mr. Robert W. Hill

Mrs. Nancy E. Hill

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

TRAMEC HILL FASTENER, LLC

By: _____
Name: Gary E. Sullo
Title: President

HILL FASTENER CORPORATION

By: Robert W. Hill
Name:
Title:

Robert W. Hill
Mr. Robert W. Hill

Nancy E. Hill
Mrs. Nancy E. Hill

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of March 31, 2011, by and among Hill Fastener Corporation, an Illinois corporation (together with its successors and permitted assigns, the "Company"), Mr. Robert W. Hill ("Shareholder"), Mrs. Nancy E. Hill ("Real Property Owner" and, together with Shareholder and the Company, the "Sellers") and Tramec Hill Fastener, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "Purchaser").

WHEREAS, the Sellers and Purchaser are parties to that certain Asset Sale Agreement, dated as of the date hereof (as supplemented and amended, the "Acquisition Agreement"; each capitalized term used herein but not defined herein has the meaning ascribed to such term in the Acquisition Agreement), pursuant to which, among other things, the Sellers have agreed to sell, transfer, assign and convey (or cause to be sold, transferred, assigned and conveyed) to Purchaser, and Purchaser has agreed to purchase and acquire from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets; and

WHEREAS, the execution and delivery of this Agreement by the Sellers and Purchaser is a condition to the obligations of the parties to the Acquisition Agreement to consummate the transactions contemplated by the Acquisition Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Acquisition Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Transfer of Purchased Assets. Effective as of the Closing, each Seller does hereby sell, transfer, assign, convey and deliver to Purchaser all of such Seller's right, title and interest in and to the Purchased Assets, free and clear of all liens, and Purchaser does hereby accept the sale, transfer, assignment, conveyance and delivery of all of such Seller's right, title and interest in and to the Purchased Assets. Notwithstanding anything in this Agreement or the Acquisition Agreement to the contrary, each Seller is retaining ownership and possession of, and is not selling, transferring, conveying, assigning or delivering to Purchaser, any right, title or interest in, to or under, any asset other than the Purchased Assets.

2. Assumption of Liabilities. As part of the consideration for Purchaser's purchase of the Purchased Assets, effective as of the Closing, Purchaser hereby assumes, undertakes and agrees to perform, pay, honor, be liable for and discharge when due, any and all of the Assumed Liabilities. Notwithstanding anything in this Agreement or the Acquisition Agreement to the contrary, none of the liabilities of the Sellers other than the Assumed Liabilities are part of the sale and transfer contemplated hereunder, and all such liabilities are hereby specifically excluded and shall remain the obligation of the Sellers after the Closing.

3. Further Actions. From and after the date of this Agreement, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this

Agreement and consummate and make effective the transactions contemplated by this Agreement.

4. Miscellaneous.

(a) Except as otherwise provided in the Acquisition Agreement, the respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Acquisition Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Acquisition Agreement, the Acquisition Agreement will govern.

(c) This Agreement may not be changed except in a writing signed by the parties hereto. This Agreement, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law or choice of law rules.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

HILL FASTENER CORPORATION

By: *Robert W. Hill*
Name:
Title:

Robert W. Hill
Mr. Robert W. Hill

Nancy E. Hill
Mrs. Nancy E. Hill

TRAMEC HILL FASTENER, LLC

By: _____
Name: Gary E. Sullo
Title: President

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Bill of Sale, Assignment and Assumption Agreement as of the date first above written.

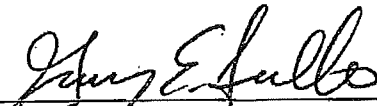
HILL FASTENER CORPORATION

By: _____
Name:
Title:

Mr. Robert W. Hill

Mrs. Nancy E. Hill

TRAMEC HILL FASTENER, LLC

By: 
Name: Gary E. Sullo
Title: President

REDACTED PP. 3-54

Schedule 5.17

(List of all Intellectual Property, licenses and sublicenses)

Trademarks

- (1) Trademark Registration Number 0901092 – Stylized H with design (Logo)
- (2) Trademark Registration Number 1070896 – “Hill-Lock Brand Name”
- (3) Trademark Registration Number 934807 – “Hill” with logo H
- (4) Trademark Registration Number 1524157 – Stylized “HF” headmarking

Patents

All patents of the Company have expired.

REDACTED PP. 56-76