

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manitou Americas, Inc.		12/17/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Manitou Equipment America, LLC		
Street Address:	1 Gehl Way		
City:	West Bend		
State/Country:	WISCONSIN		
Postal Code:	53095		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2594153	EDGE	
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>			
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/Heidi R. Thole/		
DATE SIGNED:	03/14/2022		
Total Attachments: 7			
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CONTRIBUTION AND SUBSCRIPTION AGREEMENT

THIS CONTRIBUTION AND SUBSCRIPTION AGREEMENT (this "Agreement") is effective as of December 17, 2017, by and among MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company (the "Company"), and MANITOU AMERICAS, INC., a Wisconsin corporation ("Subscriber").

RECITALS

- A. The Company is a newly formed Wisconsin limited liability company.
- B. Subscriber owns certain personal property, is a party to certain agreements and other contracts and has incurred certain liabilities, in connection with its activities relating to the business of, among other things, manufacture and distribution of compact equipment (the "Business").
- C. Subscriber desires to subscribe for [REDACTED] membership units (the "Units") in the Company and, in consideration thereof, contribute certain assets and assign certain contracts and liabilities as set forth below. The Company is willing to issue the Units to Subscriber and assume such liabilities in consideration of Subscriber's contribution of such assets and assignment of such contracts as set forth below.

AGREEMENTS

In consideration of the premises and the mutual agreements herein contained, the parties agree as follows:

1. Contribution of Cash and Assets. Subject to the terms and conditions of this Agreement, Subscriber shall contribute and convey to the Company, free and clear of all security interests, liens and encumbrances of any kind (collectively, "Liens"), and the Company shall accept from Subscriber as a contribution to the Company's capital, as of the Closing Date (as defined below), all of Subscriber's right and title to and interest in the assets, properties and rights on Schedule 1 (the "Contributed Assets").
2. Assigned Contracts. Subject to the terms and conditions of this Agreement, Subscriber shall assign to the Company all rights under (including, without limitation, all right to receive goods and services and to assert claim and to take other action with respect to breaches, defaults and other violations by a third party pursuant to) all contracts, agreements and commitments listed on Schedule 2 (the "Assigned Contracts").
3. Assumed Liabilities. Subject to the terms and conditions of this Agreement, and as partial consideration for the Contributed Assets, the Company shall, as of Closing, assume and agree to pay, perform and discharge when due the liabilities and obligations arising out of or relating to the Assigned Contracts and the liabilities and obligations listed on Schedule 3 (the "Assumed Liabilities"). Except for the Assumed Liabilities, the Company shall not be obligated under, nor shall the Company be or become liable for any obligation, contract, debt or liability of Subscriber, contingent, known, unknown or otherwise (the "Excluded Liabilities").

4. Subscription for Units: Credit to Capital Account. Subscriber hereby subscribes for and purchases the applicable Units and agrees to make, as full consideration thereunder, the contribution in kind set forth in this Agreement. The Company hereby accepts the above subscription and agrees to issue the Units to Subscriber and credit Subscriber's capital account in the Company in the amount of [REDACTED]

5. Closing. The closing (the "Closing") of the transactions pursuant to this Agreement shall take place upon the execution of this Agreement and be effective as of the date hereof (the "Closing Date").

6. The Company's Deliveries at Closing. At Closing, the Company agrees that it shall deliver to Subscriber, (a) an Assignment and Assumption Agreement, duly executed by the Company, in the form attached hereto as Exhibit A (the "Assignment and Assumption Agreement") and (b) a Transition Services Agreement, duly executed by the Company, in a form mutually agreed upon by the parties (the "Transition Services Agreement").

7. Subscriber's Deliveries at Closing. Subscriber agrees that it shall, prior to or at Closing, deliver or convey to the Company the following: (a) the Assignment and Assumption Agreement, duly executed by Subscriber; (b) an Asset Assignment duly executed by such Subscriber, in the form attached hereto as Exhibit B, and (c) the Transition Services Agreement, duly executed by Subscriber.

8. Representations and Warranties of Subscriber. Subscriber makes the following representations and warranties to the Company, each of which shall be deemed to be independently material and relied upon by the Company:

(a) Authorization of Agreement. Subscriber has all necessary corporate power to execute and deliver this Agreement and to consummate the transactions provided for herein and the execution and delivery of this Agreement thereby and the performance by Subscriber of its obligations to be performed hereunder has been duly authorized by all necessary and appropriate action. This Agreement is, and each other agreement and document to be executed by Subscriber pursuant to this Agreement will be, when so executed, a valid and binding obligation of Subscriber enforceable in accordance with their terms.

(b) Title To and Condition of the Contributed Assets. Subscriber has good and marketable title to all of the Contributed Assets, tangible and intangible, free and clear of all Liens. All of the tangible personal property comprising the Contributed Assets is (i) in good operating condition and repair, ordinary wear and tear excepted, and (ii) maintained in accordance with sound maintenance practices consistent with past practice. The Contributed Assets are sufficient for the operation of the Business in the ordinary course of business, and are suitable for the purpose for which they are being used.

(c) Litigation. There is no litigation, arbitration, proceeding or investigation or other legal or administrative proceeding pending or, to Subscriber's knowledge, threatened against Subscriber with respect to the Contributed Assets. Subscriber is not subject to any order,

writ, judgment, injunction or decree of any governmental authority or instrumentality or any court which would limit or restrict Subscriber's right to enter into and carry out this Agreement or to consummate the transactions contemplated hereby or which would otherwise adversely affect the Contributed Assets or Business.

(d) Undisclosed Commitments or Liabilities. There are no commitments, liabilities or obligations relating to the Contributed Assets, whether accrued, absolute, contingent or otherwise including, without limitation, guaranties by Subscriber of the liabilities of third parties.

(e) Contracts and Other Agreements. Except for the Assigned Contracts, the Company shall not assume, and shall have no rights to or liability or obligation for or in respect of, any other contract or other instrument which relates to the Contributed Assets. Each Assigned Contract is valid, binding and in full force and effect in accordance with its terms. Neither Subscriber nor any other party to an Assigned Contract is in breach or default under any Assigned Contract (with or without the lapse of time, or the giving of notice, or both).

(f) Compliance With Laws. The use and operation of the Contributed Assets is and has been in compliance with all statutes, laws, ordinances, rules and regulations. No notice has been issued nor any investigation or review is pending or, to Subscriber's knowledge, threatened by any governmental entity (i) with respect to any alleged violation of any statute, law, ordinance, rule or regulation, or (ii) with respect to any alleged failure to have all permits, certificates, licenses, approvals or other authorizations required in connection with the use and operation of the Contributed Assets.

9. Indemnification. Subscriber agrees to indemnify and hold the Company, its affiliates, and their respective officers, directors, members, managers and employees harmless from and against any losses, expenses, costs or damages, including reasonable attorneys' fees, resulting from, arising out of or related to (a) a breach by Subscriber of its representations and warranties or its respective covenants, agreements and obligations arising under this Agreement and/or the other agreements related hereto and (b) the Excluded Liabilities. The representations, warranties and covenants of Subscriber hereunder shall survive the Closing.

10. Miscellaneous.

(a) Entire Agreement. This Agreement and other documents to be delivered pursuant hereto constitute the entire agreement among the parties hereto and there are no agreements, representations or warranties which are not set forth herein. All prior negotiations, agreements and understandings are superseded hereby. This Agreement may not be amended or revised except by a writing signed by the parties hereto.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of its conflict of laws principles.

(c) Facsimile Signature; Counterparts. This Agreement may be executed by portable document format (pdf) and in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Subscription and Contribution Agreement as of the day, month and year first above written.

COMPANY:

MANITOU EQUIPMENT AMERICA, LLC

By: [Signature]
Printed Name: JAMES C. GREEN
Title: VP, General Counsel & Corporate Secretary

SUBSCRIBER:

MANITOU AMERICAS, INC.

By: [Signature]
Printed Name: James C. Green
Title: VP, General Counsel & Corporate Secretary

EXHIBIT B

ASSET ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, by this Asset Assignment made and entered into as of December 17, 2017 MANITOU AMERICAS, INC., a Wisconsin corporation ("Subscriber"), pursuant to the terms and provisions of that certain Contribution and Subscription Agreement dated as of the date hereof (the "Contribution Agreement"), between Subscriber and MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company (the "Company"), do hereby bargain, grant, sell, convey, assign, contribute, transfer and deliver to the Company and its successors and assigns, all of the right, title and interest of Subscriber in and to the Contributed Assets (as defined in the Contribution Agreement) effective as of the Closing Date (as defined in the Contribution Agreement).

TO HAVE AND TO HOLD, the property conveyed hereby unto the Company, its successors and assigns, absolutely and unconditionally, and Subscriber does hereby bind itself, its successors and assigns to warrant good and marketable title to the Contributed Assets to the Company and its successors and assigns.

The provisions under this Asset Assignment are subject, in all respects, to the terms and conditions of the Contribution Agreement and all of the disclosures, representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Asset Assignment to the extent indicated in the Contribution Agreement.

IN WITNESS WHEREOF, Subscriber has executed this Asset Assignment as of the day, month and year first above written.

SUBSCRIBER:

MANITOU AMERICAS, INC.

By: 

Printed Name: Miss Green

Title: VP General Counsel Corp. Sec.

SCHEDULE 1

Contributed Assets

1. *All goodwill of Subscriber relating to the Contributed Assets and Assigned Contracts.*
2. *All right, title and interest in and to Gold Power Products, Inc.*
3. *All right, title and interest in and to all intellectual property, including but not limited to, trade secrets, utility patents, design patents, registered trademarks, unregistered trademarks, and service marks.*

SCHEDULE 3

Assumed Liabilities

1. Any and all product liability claims past, present and future
2. Any and all claims and liabilities covered under the property and casualty insurance not related to conduct of employees engaging in sales related activities.
3. Any and all claims and liabilities arising out of or related to the manufacturing, engineering, and production of the products, and all related support functions therein.