

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Ohio State University	11/27/2012
RECEIVING PARTY DATA	
Name:	Columbus McKinnon Corporation
Street Address:	140 John James Audubon Parkway
City:	Amherst
State/Country:	NEW YORK
Postal Code:	14228
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29420724
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	24.18 -
NAME OF SUBMITTER:	Sharon A. Piatkowski
Total Attachments: 3 source=OhioState-ColumbMcKinnon - 29-420,724#page1.tif source=OhioState-ColumbMcKinnon - 29-420,724#page2.tif source=OhioState-ColumbMcKinnon - 29-420,724#page3.tif	

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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is entered into as of November 27, 2012 (the "Effective Date"), by and between The Ohio State University ("Ohio State"), having an office at 1524 North High Street, Columbus, Ohio 43201, and Columbus McKinnon Corporation ("Columbus McKinnon"), a New York corporation, with an address at 140 John James Audubon Parkway, Amherst, NY 14228. Ohio State and Columbus McKinnon may hereinafter be referred to collectively as the "Parties" and individually as a "Party" when convenient.

### RECITALS

WHEREAS, Columbus McKinnon hired Ohio State to design a new form factor for their six button material handling pendant, the result being OSU IR 2012-298 "Six Button Material Handling Pendant" ("New Cover Design");

WHEREAS, Columbus McKinnon wants Ohio State to sell, transfer and assign to Columbus McKinnon all of its right, title and interest in the New Cover Design and U.S. Design Patent Application No. 29/420,724 filed May 11, 2012 (collectively, the "New Cover IP") for the financial consideration set forth herein; and

WHEREAS, Ohio State is willing to sell, transfer and assign to Columbus McKinnon all of its right, title and interest in the New Cover IP for the financial consideration set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of New Cover IP. Subject to the fulfillment of the Parties' obligations set forth herein, Ohio State hereby sells, transfers and assigns to Columbus McKinnon, its entire right, title and interest in and to the New Cover IP.
2. Payment. On the Effective Date, Columbus McKinnon will pay to Ohio State the amount of Seven Thousand Five Hundred U.S. Dollars (US \$7,500.00) to the address provided above. If any additional patent applications are filed regarding the New Cover Design, Columbus McKinnon will pay to Ohio State the amount of Three Thousand Seven Hundred Fifty U.S. Dollars (US \$3,750.00) within thirty (30) days of the filing date of such applications.
3. Further Cooperation. At the reasonable request of Columbus McKinnon, Ohio State will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers as necessary or desirable for fully perfecting and conveying unto Columbus McKinnon the benefit of the transactions contemplated hereby. Columbus McKinnon shall compensate Ohio State for any reasonable disbursements and time incurred in connection with providing assistance under this section.
4. No Representations and Warranties. OHIO STATE, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT

DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY OHIO STATE THAT THE PRACTICE BY INVENTORS OF THE PATENTS OR INVENTIONS COVERED BY OR IN THE PATENTS GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL OHIO STATE, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER OHIO STATE SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

5. Governing Law. This Agreement shall be governed by Ohio law without reference to its conflict of laws or choice of law principles.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior agreements, proposals, discussions, agreements, representations, and other communications between the Parties with respect to the subject matter hereof.

7. Amendment and Waiver. No change in the terms, conditions, or provisions of this Agreement shall be binding on any Party unless in writing and signed by all Parties hereto. The failure or delay of any Party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other Party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other Party.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. A facsimile or an electronic copy of such originals or counterparts transmitted to the other Party is effective as if the actual originals or counterparts were sent to the other Party.

9. Construction. The Parties acknowledge that their respective legal counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement. The headings used herein are for reference and convenience only, and shall not be used in the interpretation of this Agreement.

IN TESTIMONY WHEREOF, the Parties hereto by their fully authorized representatives have executed this Agreement as of the Effective Date indicated above.

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**THE OHIO STATE UNIVERSITY**

By:  Date: 12.11.12

Printed Name: Geoffrey S. Chatas

Title: Senior Vice President of Business & Finance and CFO

**COLUMBUS MCKINNON**

By:  Date: 11-27-12

Printed Name: Gene Buer

Title: Vice President Hoist & Rigging – The Americas