

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2783128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACTUANT CORPORATION	03/15/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ENGINEERED SOLUTIONS, L.P.
<b>Street Address:</b>	1217 EAST SEVENTH STREET
<b>City:</b>	MISHAWAKA
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46544
<b>PROPERTY NUMBERS Total: 39</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7234758
Patent Number:	7258382
Patent Number:	7407211
Patent Number:	7360821
Patent Number:	7322628
Patent Number:	7407239
Patent Number:	7408596
Patent Number:	7360815
Patent Number:	7610636
Patent Number:	7258389
Patent Number:	7427092
Patent Number:	7614675
Patent Number:	7229123
Patent Number:	7204536
Patent Number:	7677584
Patent Number:	7871114
Patent Number:	8141927
Application Number:	13517831
Patent Number:	7857337
Patent Number:	8251178
Application Number:	13197291

PATENT

Property Type	Number
Application Number:	13660619
Application Number:	13660739
Patent Number:	6286883
Patent Number:	6116671
Patent Number:	5984396
Patent Number:	5902001
Patent Number:	6109683
Patent Number:	6293611
Patent Number:	6601896
Patent Number:	6619714
Patent Number:	6796590
Patent Number:	6454336
Patent Number:	6497449
Patent Number:	6494518
Patent Number:	6932403
Patent Number:	6802555
Patent Number:	6948754
Application Number:	14190975

#### CORRESPONDENCE DATA

**Fax Number:** (414)277-0656

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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**Email:** mkeipdocket@michaelbest.com

**Correspondent Name:** MICHAEL BEST & FRIEDRICH LLP

**Address Line 1:** 100 E WISCONSIN AVE

**Address Line 2:** SUITE 3300

**Address Line 4:** MILWAUKEE, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	206214-9007
<b>NAME OF SUBMITTER:</b>	EDWARD R. LAWSON JR.
<b>SIGNATURE:</b>	/edward r. lawson jr./
<b>DATE SIGNED:</b>	03/25/2014

#### Total Attachments: 8

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## CONTRIBUTION AGREEMENT AND BILL OF TRANSFER

**THIS AGREEMENT** ("Agreement") is made effective as of the 15th day of March, 2014 ("Effective Date") by and between Actuant Corporation, a Wisconsin corporation ("Transferor"), and Engineered Solutions, L.P., an Indiana limited partnership ("Transferee").

**WHEREAS**, Transferor desires to transfer and assign to Transferee and Transferee desires to assume and accept from Transferor, for the consideration and upon the terms and conditions set forth herein, certain of the assets, rights, liabilities and obligations of Transferor used exclusively in Transferor's recreational vehicle businesses operated under the brand names Power Gear, Power Level, Kwikkee, Sidewinder and Superslide (collectively, the "Transferred Business").

**NOW, THEREFORE**, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. When used in this Agreement, the following terms shall have the meanings specified below:

(a) Intangible Assets. Intangible Assets shall mean the Transferor's rights in the following to the extent owned or licensed by Transferor and used exclusively in the Transferred Business: know-how, operating methods and procedures, processes, advertising formats, logos, goodwill, and advertising and promotional rights, in each case, existing as of March 15, 2014 and those patents and trademarks set forth on Schedule A hereof, but, for the avoidance of doubt, shall not include the name "Actuant" or any derivation thereof or marks used in connection therewith.

(b) Records. Records shall mean such books, documents and records owned and used by Transferor exclusively in the conduct of the Transferred Business as of March 15, 2014, including governmentally required records, manuals, engineering data, designs, drawings, and other written materials.

(c) Liabilities. Liabilities shall mean all of Transferor's liabilities and obligations relating to the Transferred Business.

2. Transfer and Assumption. Transferor does hereby sell, assign, transfer and deliver to Transferee the following assets ("Transferred Assets"):

(a) Intangible Assets; and

(b) Records.

3. Acceptance and Assumption. Transferee hereby assumes and agrees to discharge, pay and satisfy all of the Liabilities. Transferee shall hold Transferor and its affiliates harmless from and indemnify Transferor from all losses suffered by Transferor and its affiliates arising from or relating to Transferee's failure to comply with this Section 3 or otherwise relating to the Liabilities.

TRANSFEROR TRANSFERS AND TRANSFEE ACCEPTS THE TRANSFERRED ASSETS PURSUANT TO THIS AGREEMENT ON AN AS-IS-WHEREAS BASIS AND TRANSFEROR AND ITS AFFILIATES EXPLICITLY DO NOT MAKE OR PROVIDE AND THE TRANSFEE HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE TRANSFERRED ASSETS, THE TRANSFERRED BUSINESS OR THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY AND SAMPLES, OR CONDITION OF THE TRANSFERRED ASSETS OR THE TRANSFERRED BUSINESS OR ANY PART THEREOF.

4. Cooperation. Transferee and Transferor agree to reasonably cooperate with each other in the preparation and filing of any required forms or documents in connection with the consummation of the transaction contemplated hereby.

5. No Reliance. No third party is entitled to rely on any of the agreements of Transferee or Transferor contained in this Agreement.

6. Amendment. This Agreement may only be amended by a written instrument signed by Transferor and Transferee.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

8. Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the state and federal courts located in Milwaukee, Wisconsin, for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby ("Proceedings"). Each party agrees to commence any Proceeding either in the state or federal courts located in Milwaukee, Wisconsin. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in Milwaukee, Wisconsin with respect to any matters to which it has submitted to jurisdiction in this Section 9. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the state and federal courts located in Milwaukee, Wisconsin, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

9. Waiver of Jury Trial Right. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING. Each party hereby (a) certifies that no representative, agent or attorney of the other has represented, expressly or otherwise, that the other would not, in the event of a Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this paragraph.

10. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

11. Assignment. No party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

12. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their names as of the date set forth above.

**ACTUANT CORPORATION**

**ENGINEERED SOLUTIONS, L.P.**

By: \_\_\_\_\_

Dawn M. Boland, Assistant Secretary

By: \_\_\_\_\_

Terry M. Braatz, Treasurer

# Schedule A

## Patents

Country	App No.	File Date	Pat No.	Issue Date
United States of America	11/039,015	20-Jan-2005	7234758	26-Jun-2007
United States of America	11/063,158	22-Feb-2005	7258382	21-Aug-2007
United States of America	11/351,698	10-Feb-2006	7407211	05-Aug-2008
United States of America	11/351,674	10-Feb-2006	7360821	22-Apr-2008
United States of America	11/351,672	10-Feb-2006	7322628	29-Jan-2008
United States of America	11/351,671	10-Feb-2006	7407239	05-Aug-2008
United States of America	11/351,670	10-Feb-2006	7408596	05-Aug-2008
United States of America	11/828,491	26-Jul-2007	7360815	22-Apr-2008

United States of America	11/630,932	19-Dec-2007	7610636	03-Nov-2009
United States of America	11/360,369	23-Feb-2006	7258389	21-Aug-2007
United States of America	11/626,699	24-Jan-2007	7427092	23-Sep-2008
United States of America	11/288,607	29-Nov-2005	7614675	10-Nov-2009
United States of America	11/247,669	11-Oct-2005	7229123	12-Jun-2007
United States of America	11/289,162	29-Nov-2005	7204536	17-Apr-2007
United States of America	11/869,853	10-Oct-2007	7677584	16-Mar-2010
United States of America	12/108,958	24-Apr-2008	7871114	18-Jan-2011
United States of America	12/423,889	15-Apr-2009	8141927	27-Mar-2012
United States of America	13/517,831	14-Jun-2012		

United States of America	-651237	25-Jan-2008	7857337	28-Dec-2010
United States of America	12/551,650	01-Sep-2009	8251178	28-Aug-2012
United States of America	13/197,291	03-Aug-2011		
Canada	2748055	05-Aug-2011		
United States of America	13/660,619	25-Oct-2012		
United States of America	13/660,739	25-Oct-2012		
United States of America	09/198,655	24-Nov-1998	6286883	11-Sep-2001
United States of America	08/823,170	25-Mar-1997	6116671	12-Sep-2000
United States of America	08/837,047	11-Apr-1997	5984396	16-Nov-1999
United States of America	08/823,169	25-Mar-1997	5902001	11-May-1999
Canada	2318309	19-Jan-1999	2318309	31-May-2005



United States of America	09/179,782	27-Oct-1998	6109683	29-Aug-2000
United States of America	09/649,686	28-Aug-2000	6293611	25-Sep-2001
Canada	2307508	04-May-2000	2307508	14-Sep-2004
United States of America	09/564,663	03-May-2000	6601896	05-Aug-2003
United States of America	10/149,372	05-Jun-2002	6619714	16-Sep-2003
United States of America	10/181,531	19-Nov-2002	6796590	28-Sep-2004
United States of America	09/835,251	13-Apr-2001	6454336	24-Sep-2002
United States of America	09/972,072	05-Oct-2001	6497449	24-Dec-2002
Canada	2436895	27-Nov-2001	2436895	08-Apr-2008
United States of America	09/995,048	27-Nov-2001	6494518	17-Dec-2002
United States of America	10/695,268	28-Oct-2003	6932403	23-Aug-2005

United States of America	10/639,043	12-Aug-2003	6802555	12-Oct-2004
United States of America	10/682,753	09-Oct-2003	6948754	27-Sep-2005
United States of America	14/190,975	26-Feb-2014		

Trademarks

Redacted