

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.G. Applegate Steel Company Inc.		01/15/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Applegate Livestock Equipment, Inc.		
Street Address:	902 S. State Road 32		
City:	Union City		
State/Country:	INDIANA		
Postal Code:	47390		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77230589	APPLEGATE	
Serial Number:	77230543	APPLEGATE	
Serial Number:	77230442	INDIAN CREEK	
Serial Number:	77230430	ELK RIVER	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	301056-1		
NAME OF SUBMITTER:	Adam M. Grandy		

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TRADEMARK
REEL: 004084 FRAME: 0608

Signature:	/Adam M. Grandy/
Date:	10/26/2009
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, R.G. Applegate Steel Company Inc., an Indiana corporation (“Assignor”), is the owner of all right, title, and interest in and to the United States Trademark Registration Applications contained in Exhibit A to this Assignment (hereafter “Marks”); and

WHEREAS, contemporaneous with the execution of this assignment, Applegate Livestock Equipment, Inc, an Indiana corporation (“Assignee”), is acquiring all of the Assignor’s right, title, and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers, and sets over to the Assignee, its successors, and assigns, as of the “Effective Date,” as defined hereinbelow, all of the Assignor’s right, title, and interest in and to the Marks and all other trademarks, service marks and tradenames used or usable by Assignor in the business owned by Assignor doing business as “R.G. Applegate Steel Company” in the United States and all jurisdictions outside the United States, including any variations of the Marks, (collectively referred to as the “Names”) together with the goodwill of the business connected with and symbolized by the Marks and Names (including, without limitation, the right to renew any registrations included in the Mark and Names, the right to apply for trademark and service mark registrations within or outside the United States based in whole or in part upon the Marks and Names and any priority right that may arise from the Marks and Names), and all other rights, benefits and entitlements thereto, both tangible and intangible, whether or not registered or registrable, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, and conveyance not been made. This Assignment includes the right to enforce in Assignee’s own name or in the name of Assignor any and all rights hereby assigned.

Assignor hereby authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of Assignor’s entire right, title, and interest in the Marks to Assignee. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Marks and Names.

After the delivery of this Assignment, Assignor shall upon request of the Assignee execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Assignee’s right, title, and interest in and to the Marks and Names acquired by the Assignee hereunder.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

* * *

IN WITNESS WHEREOF, the undersigned, by their duly authorized officers, have signed this instrument this 15th day of January, 2008 (the "Effective Date").

R.G. APPLGATE STEEL COMPANY,
INC.

("Assignor")

By: Thomas Ellis
Thomas Ellis, Secretary

APPLGATE LIVESTOCK EQUIPMENT,
INC.

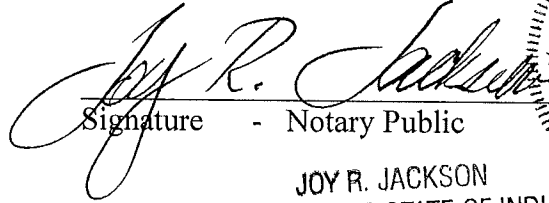
("Assignee")

By: Robert Lykins
Robert Lykins, President

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Thomas Ellis, the Secretary, of R.G. Applegate Steel Company, Inc. and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this 15th day of January, 2008.


Signature - Notary Public



JOY R. JACKSON
Printed Name - Notary Public
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY

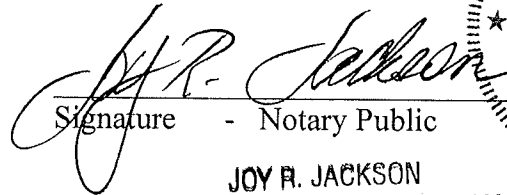
MY COMMISSION EXP. NOV. 15, 2008

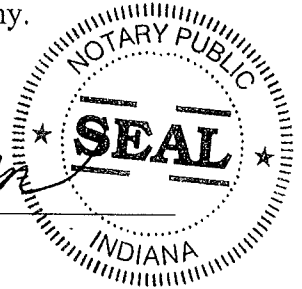
My County of Residence: _____ My Commission Expires: _____

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Robert Lykins, the President, of Applegate Livestock Equipment, Inc., and acknowledged the execution of the foregoing instrument as the authorized voluntary act and deed of said company.

Witness my hand and Notarial Seal this 15th day of January, 2008.


Signature - Notary Public



JOY R. JACKSON
Printed Name - Notary Public
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY

MY COMMISSION EXP. NOV. 15, 2008

My County of Residence: _____ My Commission Expires: _____

EXHIBIT A

Mark	Serial Number	Filing Date:
APPLEGATE (and Design)	77/230,589	07/16/2007
APPLEGATE (and Design)	77/230,543	07/16/2007
INDIAN CREEK	77/230,442	07/16/2007
ELK RIVER	77/230,430	07/16/2007

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