

10/26/09

10-27-2009

REC 1  
103578845

To the Director of the U. S. Patent and Trademark Office at the address(es) or the new address(es) below.

**1. Name of conveying party(ies):**  
R.G. Applegate Steel Company, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Indiana  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Applegate Livestock Equipment, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 902 South State Road 32  
City: Union City  
State: Indiana  
Country: USA Zip: 47390

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Indiana, USA  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance and Execution Date(s) :**

Execution Date(s) January 15, 2008

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
(1) 3,398,019; (2) 3,398,016; (3) 3,483,481; (4) 3,483,480

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

(1) APPLGATE (and Design); (2) APPLGATE (and Design); (3) INDIAN CREEK; and (4) ELK CREEK

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory B. Coy  
Internal Address: Krieg DeVault LLP  
Street Address: 1 Indiana Square, Suite 2800  
City: Indianapolis  
State: IN Zip: 46204  
Phone Number: 317-636-4341  
Fax Number: 317-636-1507  
Email Address: gcoy@kdlegal.com

**6. Total number of applications and registrations involved:** 4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 115.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number: 10/26/2009 DEYRNE 00000031 339801  
01 FC:8521  
Authorized User Name: 01 FC:8522

**9. Signature:** Gregory B. Coy      October 21, 2009  
Signature      Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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.

\* \* \*

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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.

*Joy R. Jackson*  
Signature - Notary Public



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

My County of Residence: \_\_\_\_\_ My Commission Expires: MY COMMISSION EXP. NOV. 15, 2008

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.

*Joy R. Jackson*  
Signature - Notary Public



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

My County of Residence: \_\_\_\_\_ My Commission Expires: MY COMMISSION EXP. NOV. 15, 2008

**EXHIBIT A**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date:</b>
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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