

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND DOMAIN NAME ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Engineering, Inc.		03/21/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Pride Engineering, LLC		
Street Address:	191 N. Wacker Dr., 29th Floor		
Internal Address:	c/o May River Capital		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3314585	PRIDE TOUCH	
Registration Number:	3386122	GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco, c/o Paul Hastings LLP		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	MAYRIVER/PRIDE 79261.3 TR		
NAME OF SUBMITTER:	Minette M. Tayco		
SIGNATURE:	/Minette M. Tayco/		
DATE SIGNED:	04/11/2014		
Total Attachments: 4			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of March 21, 2014 (the **“EFFECTIVE DATE”**) by and between **PRIDE ENGINEERING, INC.**, (hereinafter referred to as **PRIDE**), a Minnesota Corporation located and doing business at 9401 73rd Avenue North; Suite 200, Minneapolis, MN 55428, and **PRIDE ENGINEERING, LLC** (hereinafter referred to as **COMPANY**), a Delaware limited liability company located and doing business at c/o May River Capital, 191 N. Wacker Dr., 29th Floor, Chicago, Illinois 60606.

WHEREAS, PRIDE has adopted, used and is using the mark, **PRIDE TOUCH**, which is registered in the United States Patent and Trademark Office, **Registration No. 3,314,585** with a registration date of **October 16, 2007** (the **“PRIDE TOUCH MARK”**), and has adopted, used and is using the mark, **GUARDIAN**, which is registered in the United States Patent and Trademark Office, **Registration No. 3,386,122** with a registration date of **February 19, 2008** (the **“GUARDIAN MARK”**). The **GUARDIAN MARK** and the **PRIDE TOUCH MARK** are hereinafter referred to as **“THE TRADEMARKS”**;

WHEREAS, PRIDE has adopted, registered, used and is using the following Internet domain names: **pridedomer.com, pridecan.com, pridegrinder.com, and pride-eng.com** (collectively, the **“DOMAIN NAMES”**);

WHEREAS, COMPANY is desirous of acquiring and **PRIDE** has agreed to transfer and assign to **COMPANY, PRIDE’S** entire right title and interest in, to and under **THE TRADEMARKS** and the **DOMAIN NAMES**.

NOW THEREFORE, in consideration of mutual covenants and agreements set forth below and for other good and valuable consideration, including \$1.00 USD, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. **PRIDE** hereby irrevocably and unconditionally grants, conveys, transfers and assigns to **COMPANY** (a) all of **PRIDE’S** right, title and interest in and to **THE TRADEMARKS**, together with the goodwill of the business symbolized by **THE TRADEMARKS**, including all common law rights and trademark registration for **THE**

TRADEMARKS, same to be held by **COMPANY** for **COMPANY'S** own use and enjoyment, and for the use and enjoyment of **COMPANY'S** successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by **PRIDE** if this **ASSIGNMENT** had not been made; (b) all of **PRIDE'S** right, title, and interest in and to the **DOMAIN NAMES**; and (c) all rights to income, royalties, and license fees deriving from **THE TRADEMARKS** or **DOMAIN NAMES**, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of **THE TRADEMARKS** or **DOMAIN NAMES** or injury to the goodwill associated with **THE TRADEMARKS** or **DOMAIN NAMES** and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of **COMPANY** and its successors, assigns and other legal representatives.

2. Assistance. **PRIDE** agrees to perform, without charge to **COMPANY** (except as otherwise permitted herein), all acts deemed necessary or desirable by **COMPANY** to permit and assist **COMPANY** in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in **THE TRADEMARKS** and Domain Names, and the intellectual property rights therein assigned to **COMPANY** hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in **COMPANY**, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of **PRIDE**, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at **COMPANY'S** expense, and generally doing everything that is reasonably necessary to aid **COMPANY** in obtaining and enforcing proper protection for applicable intellectual property rights.

3. General.

3.1 Governing Law. This **ASSIGNMENT** shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of the federal and state courts (and each appellate court thereof) located within Hennepin County, Minnesota.

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This **ASSIGNMENT** may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Severability. If any provision of this **ASSIGNMENT** is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this **ASSIGNMENT** will remain in full force and effect. Any provision of this **ASSIGNMENT** held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This **ASSIGNMENT** was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this **ASSIGNMENT** to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

3.5 Entire Agreement. This **ASSIGNMENT** constitutes the entire agreement among the parties to this **ASSIGNMENT** and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of the parties hereto has executed this ASSIGNMENT, or has caused this ASSIGNMENT to be executed on its behalf by a representative duly authorized, all as of the EFFECTIVE DATE.

PRIDE ENGINEERING, INC.

Assignor

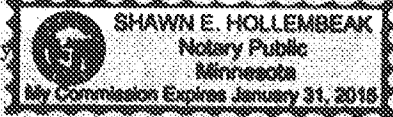
Bruce Allyn

By: Bruce Allyn

Its: President

State of Minnesota, USA
County of Hennepin
This instrument was acknowledged before me on 3-19-14 by Bruce Allyn as an officer of Assignor

Signature: *Shawn E. Hollembek*
Name: _____
Title and Rank: _____

(Seal, if any) 

PRIDE ENGINEERING, LLC

Assignee

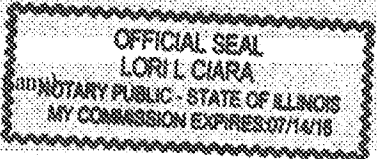
Stephen M. Griesemer

By: Stephen Griesemer

Its: Vice President and Secretary

State of Illinois, USA
County of Cook
This instrument was acknowledged before me on March 19, 2014 by Stephen Griesemer as an officer of Assignee

Signature: *Lori L. Ciara*
Name: Lori L. Ciara
Title and Rank: _____

(Seal, if any) 

[Signature Page to Trademark Assignment Agreement]