# OP \$65,00 1047515

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM322322

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NIAGRA LASALLE CORPORATION		07/31/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ENDURO INDUSTRIES LLC	
Street Address:	2001 Orchard Avenue	
City:	Hannibal	
State/Country:	MISSOURI	
Postal Code:	63401	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1047515	IHCP
Registration Number:	1049382	CPO

### **CORRESPONDENCE DATA**

**Fax Number:** 4129455933

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 412-471-8815

**Email:** assignments@webblaw.com

Correspondent Name: The Webb Law Firm

Address Line 1: One Gateway Center, 420 Ft Duquesne Blvd

Address Line 2: Suite 1200

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	6075-132399
NAME OF SUBMITTER:	James G. Porcelli
SIGNATURE:	/James G. Porcelli/
DATE SIGNED:	11/05/2014

### **Total Attachments: 4**

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TRADEMARK

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RECORDATION FOI TRADEMAI	RM COVER SHEET RKS ONLY
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
Name of conveying party(ies):     NIAGARA LASALLE CORPORATION	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  ✓ No
☐ Individual(s) ☐ Association	Name: ENDURO INDUSTRIES LLC Internal
General Partnership Limited Partnership	Address:Street Address: _2001 Orchard Avenue
✓ Corporation- State: Delaware  Other	City: Hannibal
Citizenship (see guidelines)	State: MO           Country:         Zip: 63401
Additional names of conveying parties attached? Yes No	Association Citizenship
3. Nature of conveyance )/Execution Date(s) :  Execution Date(s) July 31, 2014	Limited Partnership Citizenship
✓ Assignment	Corporation Citizenship ☐ Cother LLC Citizenship Delaware
Security Agreement Change of Name Other	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)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes V No g Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed:  Name:James G. Porcelli	6. Total number of applications and registrations involved:
Internal Address: The Webb Law Firm	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65
Street Address:One Gateway Center420 Ft. Duquesne Blvd., Suite 1200	Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed
City: <u>Pittsburgh</u>	8. Payment Information:
State: PA Zip: 15222	a. Credit Card Last 4 Numbers 1916 Expiration Date 05/2015
Phone Number: <u>412-471-8815</u> Fax Number: <u>412-471-4094</u>	b. Deposit Account Number
Email Address: assignments@webblaw.com	Authorized User Name
9. Signature: Jama Prallis	November 5, 2014
Signature	Date
James G. Porcelli, Reg. No. 33,757  Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

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 BUSINESS INTELLECTUAL PROPERTY

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY, dated July 31 2014, by and between NIAGARA LASALLE CORPORATION, a Delaware corporation ("Assignor"), to ENDURO INDUSTRIES LLC, a Delaware limited liability company ("Assignee").

### RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as June 19, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor, among other things, the Business Intellectual Property (as defined in the Asset Purchase Agreement);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns all of such assets;

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Business Intellectual Property.

NOW, THEREFORE, for and in exchange for the payment of the Final Purchase Price, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Agreement without definition shall have the respective meanings given to them in the Purchase Agreement.
- 2. <u>Assignment.</u> The Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under the following:
  - (a). all trademarks rights, trademark applications, trademark registrations, trade dress, trade names, service marks, and all registrations therefor and all goodwill associated with the foregoing, of Seller primarily relating to the Business and the Products, including but not limited to the items set forth on Schedule A hereto;
  - (b). all copyrights, copyright applications, copyright registrations, and all other rights of Seller associated with the foregoing and primarily relating to the Business and the Products;
  - (c). all patents and pending applications, and all international proprietary rights associated therewith, of Seller primarily relating to the Business and the Products;
  - (d). all processes, logos, designs, plans, trade secrets, processes, procedures, know-how, shop and royalty rights and all other types of proprietary intellectual property of Seller primarily relating to the Business and the Products.
- 3. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Business Intellectual Property shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

# SCHEDULE A

U.S. Trademark	Registration Number
CPO	1049382
IHCP	1047515

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Business Intellectual Property as of the date first above written.

NIAGARA I ASALLE CORPORATION

Name: Thad Florence

Title: Vice President

State of Florida )

On this 31<sup>37</sup> day of July, 2014, before me, JOSLYNDIAT, personally appeared THAD FLORENCE, UNCE PRESIDENT of NIAGARA LASALLE CORPORATION, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

JOSLYN DÍAZ
MY COMMISSION #FF 087436
EXPIRES January 29, 2018
(407) 399-0153 FioridaNotaryService.com

Witness my hand and official-seal.

My Commission Expires:

RECORDED: 11/05/2014