# OP \$115.00 3866571

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM334201

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dallas Smith Corp.		12/11/2014	CORPORATION: INDIANA

## **RECEIVING PARTY DATA**

Name:	Champion Bus, Inc.	
Street Address:	331 Graham Road	
City:	Imlay City	
State/Country:	MICHIGAN	
Postal Code:	48444	
Entity Type:	CORPORATION: MICHIGAN	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3866571	E-LO
Registration Number:	4596792	FLEXBUS
Registration Number:	4555132	EQUALIZER RAMP
Registration Number:	4555135	EQUALIZER RAMP

# **CORRESPONDENCE DATA**

**Fax Number:** 8163331205

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:** 816-363-5466

Email: tbrownlee@wbbhj.com
Correspondent Name: Timothy R. Brownlee
Address Line 1: 401 W. 89th Street

Address Line 4: Kansas City, MISSOURI 64114

NAME OF SUBMITTER:	Timothy R. Brownlee
SIGNATURE:	/Timothy R. Brownlee/
DATE SIGNED:	03/05/2015

### **Total Attachments: 3**

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TRADEMARK REEL: 005472 FRAME: 0431

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#### TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is made and entered into on December 11, 2014 ("Effective Date"), by and between **CHAMPION BUS, INC.**, an Michigan corporation, with its principal office at 331 Graham Road, Imlay City, Michigan 48444 ("Assignee"), and **DALLAS SMITH CORP.**, an Indiana Corporation, with its principal office at 1220 N. Jackson Street, Greencastle, Indiana, 46135 ("Assignor").

#### **RECITALS:**

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and Canada trademarks that are identified and set forth on Schedule A attached hereto and made a part hereof (the "Trademarks").

Assignee wishes to purchase, and Assignor wishes to sell, all right, title and interest in, to and under the Trademarks.

Assignor and Assignee are parties to that certain Exclusive License and Trademark Purchase Agreement dated December 11, 2014, (Agreement) wherein Assignor has agreed to sell, and Assignee has agreed to purchase, the Trademarks, upon the terms and subject to the conditions that are set forth in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the Trademarks, for the United States and Canada for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks,

Assignor will provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required).

IN WITNESS WHEREOF, the duly authorized representatives of Assignor and Assignee have executed and delivered this Assignment on the Effective Date indicated above.

TRADEMARK
REEL: 005472 FRAME: 0432

CHAMPION BUS, INC.

DALLAS SMITH CORP.

Name:

John Resnik

Name:

Jud Smith

Its:

President

Its:

President

TRADEMARK
REEL: 005472 FRAME: 0433

# Schedule A

**E-LO** (U.S. Reg. No. 3,866,571 and CA Reg. No. TMA845,789)

FLEXBUS (U.S. Reg. No. 4,596,792 and CA App. No. 1,662,217)

**EQUALIZER RAMP** (U.S. Reg. No. 4,555,132 and CA App. No.1,669,944)

**EQUALIZER RAMP & Design** (U.S. Reg. No. 4,555,135 and CA App. No. 1,669,946).

TRADEMARK REEL: 005472 FRAME: 0434

**RECORDED: 03/05/2015**