

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SVE Portable Roadway Systems, Inc.		07/24/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ground Protection, LLC		
Street Address:	620 Compton Street		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80020		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2266607	MUD-TRAKS	
Registration Number:	3062915	TRAKMAT	
Registration Number:	4610090	SHOR-MAT	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>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.</i>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.320		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	07/24/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 24, 2015, is made and entered into between SVE Portable Roadway Systems, Inc., a North Carolina corporation (the "Assignor"), and Ground Protection, LLC., a Delaware limited liability company (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement (defined below).

Background

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement");

WHEREAS, as a condition to Closing, the parties to the Asset Purchase Agreement agreed that the Assignor and the Assignee will enter into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the trademarks listed on Schedule A attached hereto (the "Assigned Trademarks").

Terms

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. The Assignor hereby assigns, sells, conveys and transfers to the Assignee, its legal representatives, successors and assigns, all of the Assignor's right, title and interest, throughout the world, in, to and under the Assigned Trademarks, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and together with all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present or future infringement, misappropriation, dilution, violation or unlawful imitation, whether currently known or unknown, of the foregoing.

2. Due Authorization. As applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration of any Assigned Trademarks to the Assignee.

3. Further Assurances. The Assignor covenants and agrees that it will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents and take any and all actions that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Assigned Trademarks hereunder, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such

filings and recordations and more fully vesting ownership in the Assigned Trademarks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Assigned Trademarks.

4. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Asset Purchase Agreement or the survival thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

8. Representations and Warranties of Assignor. Assignor hereby represents and warrants to the Assignee that (i) Assignor is a corporation duly organized, validly existing and in good standing under the Laws of the State of California, (ii) Assignor has full legal right, power and authority to enter into this Assignment and to perform its obligations hereunder without the need for the consent of any other person or entity, (iii) this Assignment has been duly executed and delivered by Assignor and (iv) this Assignment constitutes the legal, valid and binding obligation of Assignor and is enforceable against Assignor in accordance with its terms.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR

**SVE PORTABLE ROADWAY
SYSTEMS, INC.**

By: Arthur L Price
Name: Arthur L. Price
Its: President

ASSIGNEE

GROUND PROTECTION, LLC

By: _____
Name: Ray Torres
Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
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ASSIGNOR

**SVE PORTABLE ROADWAY
SYSTEMS, INC.**

By: _____
Name: Arthur L. Price
Its: President

ASSIGNEE

GROUND PROTECTION, LLC

By: _____
Name: Ray Torres
Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 005584 FRAME: 0657**

Schedule A

Title	Country/Region	Status	Registration No.	Issue Date
MUD-TRAKS	U.S.	Registered	2,266,607	08/03/99
TRAKMAT	U.S.	Registered	3,062,915	02/28/06
TRAKMAT	Australia	Registered	1535449	01/12/15
TRAKMAT	Europe	Registered	5814884	02/28/08
SHOR-MAT	U.S.	Registered	4,610,090	09/23/14