# CH \$240.00 1157027

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM352906

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE LOUIS BERKMAN COMPANY		08/24/2015	CORPORATION: OHIO

### **RECEIVING PARTY DATA**

Name:	SWENSON SPREADER, LLC	
Street Address:	127 N. WALNUT ST.	
City:	LINDENWOOD	
State/Country:	ILLINOIS	
Postal Code:	61049	
Entity Type:	CORPORATION: ILLINOIS	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark	
Registration Number:	1157021	EZ-8	
Registration Number:	1055440	SWENSON	
Registration Number:	1057398	SWENSON SPREADER	
Registration Number:	1057399	SWENSON SPREADER	
Registration Number:	2120585	APB	
Registration Number:	1835164	ECONO COMMANDER	
Registration Number:	2333809	PPS	
Registration Number:	2340529	PPS	
Registration Number:	1096513	SWENSON EASY-HITCH	

### **CORRESPONDENCE DATA**

**Fax Number:** 3304348888

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.

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

Phone: 330-434-9999
Email: iplaw@etblaw.com

Correspondent Name: EMERSON THOMSON BENNETT, LLC Address Line 1: 1914 AKRON-PENINSULA ROAD

Address Line 4: AKRON, OHIO 44313

ATTORNEY DOCKET NUMBER: 20720.50285

TRADEMARK REEL: 005611 FRAME: 0670

900335803

NAME OF SUBMITTER: Peter Detorre/	
SIGNATURE:	/Peter Detorre/
DATE SIGNED:	08/27/2015

# **Total Attachments: 3**

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TRADEMARK REEL: 005611 FRAME: 0671

Docket No.: 20720.50285

# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is given as of the 24th day of 10gust, 20/5 by The Louis Berkman Company, an Ohio corporation, with its principal place of business at 330 N. 7t St. Steubenville, OH 43952, (referred to as the "Assignor"), to Swenson Spreader, LLC, an Illinois corporation, with its principal place of business at 127 N. Walnut St. Lindenwood, IL 61049 (referred to as the "Assignee").

Assignor owns the marks listed in Schedule A, attached hereto and incorporated herein, (collectively referred to as the "Trademarks"). Assignor represents and warrants that he/she is the sole owner of the Trademarks and has all rights, title, and interest in and to the Trademarks and the power to enter into this Assignment. Assignor further represents and warrants that the Trademarks transferred in this Assignment are free of lien, encumbrance, or adverse claim. For valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

- 1. Assignor does hereby sell, assign, and transfer to Assignee, its successors, and assigns, the entire right, title, and interest in and to the Trademarks, together with that portion of Assignor's business in connection with which Assignor has a bona fide intent to use those Trademarks that are the subject of currently pending applications, together with the goodwill of the business symbolized by the Trademarks; and in and to all income, damages, claims, and payments now or hereafter due or payable with respect thereto; and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on the Trademarks; and in and to all rights corresponding to the foregoing throughout the world.
- Assignor agrees to execute all papers and to perform such other proper acts as
   Assignee may deem necessary to secure for Assignee or its designee the Trademarks herein assigned.

Signature    Joseph A. Myss.	Assig	nor: The Louis Berkman Company	
Printed Name  Vice Pressident Finance  Title  State of Ohio County of Caychoga  On this 24th day of Acquist 2015 before me personally appeared  Deeph A. Myor personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary	Ву:	And many year.	
Printed Name    Uice Passidest Finance    Title		Signature / * * / *	
Printed Name    Uice Passidest Finance    Title		Joseph A. Maria	
State of Ohio County of Cuyahoga  On this 24th day of August, 20/5 before me personally appeared  Looph A. Myar personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.			
State of Ohio County of Cuyahoga  On this 24th day of August, 20/5 before me personally appeared  Looph A. Myar personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.		Vice PRESIDENT- FINANCE	
On this 24th day of Acgust 20/5 before me personally appeared  Toseph A. Myor, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary			
On this 24th day of Acgust 20/5 before me personally appeared  Toseph A. Myor, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary			
On this 24th day of Acgust 20/5 before me personally appeared  Toseph A. Myor, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary			
Joseph A. Myor, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary			
Joseph A. Myor, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary			
foregoing assignment, and acknowledged the signing of same as his/her free act and deed.  Notary	<b>T</b>	d	
Notary Notary		,	
	~	And the state of t	
			****
		Notary (**)	
Notary Public - State of Ohio My Commission has no expiration date		ROGER D. EMERSON, Attorney-At-Law Notary Public - State of Ohio My Commission has no expiration date	

Docket No.: 20720.50285

# $\underline{\textbf{SCHEDULE}\; \textbf{A}}$

TRADEMARK	COUNTRY	APPLN/REG. No.	APPLN/REG. DATE
APB	Canada	TMA512224	May 25, 1999
EZ-8	U.S.	1157021	June 9, 1981
PPS and Design	Canada	TMA542264	March 13, 2001
SWENSON	U.S.	1055440	January 4, 1977
SWENSON	Canada	TMA231075	November 24, 1978
SWENSON	U.S.	1057398	February 1, 1977
SPREADER and			
Design			
SWENSON	Canada	TMA233987	June 29, 1979
SPREADER and			
Design			
SWENSON	U.S.	1057399	February 1, 1977
SPREADER			
SWENSON	Canada	TMA233986	June 29, 1979
SPREADER			
APB	U.S.	2120585	December 9, 1997
APB	Canada	TMA512224	May 25, 1999
ECONO	U.S.	1835164	May 10, 1994
COMMANDER			
EZ-8	Canada	TMA275220	December 31, 1982
PPS	U.S.	2333809	March 21, 2000
PPS and Design	U.S.	2340529	April 11, 2000
SWENSON EASY-	U.S.	1096513	July 18, 1978
HITCH			