

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360249

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HCC, Inc.		06/26/2015	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T.G. Schmeiser Co., Inc.		
<b>Street Address:</b>	3160 E. California Ave.		
<b>City:</b>	Fresno		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93702		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3762658		
<b>Registration Number:</b>	4229972	SMART-TILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129855963		
<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>			
<b>Phone:</b>	3129855900		
<b>Email:</b>	ipdocket@clarkhill.com		
<b>Correspondent Name:</b>	JAMES R. FOLEY CLARK HILL PLC		
<b>Address Line 1:</b>	150 NORTH MICHIGAN AVENUE		
<b>Address Line 2:</b>	SUITE 2700		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	52082/191207		
<b>NAME OF SUBMITTER:</b>	James R. Foley		
<b>SIGNATURE:</b>	/James R. Foley/		
<b>DATE SIGNED:</b>	10/28/2015		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT AGREEMENT  
(HCC - T.G. Schmeiser)

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the last date executed below by and between HCC, Inc., an Illinois corporation having its principal place of business in Mendota, Illinois (Assignor) and T.G. Schmeiser Co., Inc. a California Corporation having its principal place of business in Fresno, California ("Assignee").

RECITALS:

A. Assignor is the owner of United States Trademark Registration No. 3,762,658 for the trademark design described as having a propellor at the left end of a generally rectangular box (as shown on Exhibit 1 hereto for agricultural tillage equipment and United States Trademark Registration No. 4,229,972 for the trademark "Smart-Till" for agricultural tillage equipment (the two trademark registrations are collectively referred to herein as the "Trademarks"). The Certificates of Registration for the Trademarks further identifies the goods as "agricultural tillage equipment, namely, power-operated tillers and harrowers, power-operated aerators, manure applicators and incorporators." Trademark Registration No. 3,762,658:

B. Assignee is in the business of manufacturing and selling agricultural tillage equipment and desires to sell agricultural tillage equipment identified in the Certificates of Registration for the Trademarks.

C. Assignor desires to assign the Trademarks to Assignee, including all goodwill that is associated with the Trademarks, and Assignee desires to acquire the Trademarks from Assignor so that Assignor may sell such agricultural tillage equipment using the Trademarks throughout the United States and the world, without limitation.

D. This Agreement is entered into in conjunction with, and made pursuant to, that certain "Business Assets Purchase Agreement" entered into between Assignor and Assignee and of even date herewith (the "Purchase Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Assignment of Trademark. Assignors hereby wholly assigns to Assignee all of its existing and future right, title and interest in and to the Trademarks including, without limitation, all goodwill associated with the Trademarks (whether individually or collectively), claims to priority of use of the Trademarks and right to file for trademark protection in any country foreign to the United States.

2. No Conflicting Grants. Assignor hereby covenants and represents that Assignor has the right to grant this Assignment and has not granted to any other person, firm, corporation or other entity any right, license or privilege of any kind relating to the Trademarks.

3. Execute Documents. The parties hereto agree that they will each execute all documents with respect to the Trademarks that are necessary or desirable to accomplish the objectives of this Agreement.

4. Effect of Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5. Entire Agreement. This Agreement, the Purchase Agreement, and all other documents executed in connection with the Purchase Agreement, constitutes the entire agreement between the parties pertaining to the subject matter contained in them and supercedes all prior and contemporaneous agreements, representations, and understandings of the parties.

6. Modifications. This Agreement may not be modified, amended or supplemented except by a written instrument that is executed by an authorized representative of each party to this Agreement.

7. Governing Law. The laws of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Assignor and Assignee pursuant thereto.

8. Venue. The venue for any lawsuit concerning this Agreement, or the rights and duties of any party in relation thereto, shall be in Fresno County Superior Court or in the U. S. District Court, Eastern District of California (Fresno).

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date listed below.

"Assignor"

HCC, Inc.

By: Mr. Dickel

Title: Exec. Vice President

Date: 6/26/15

"Assignee"

T.G. Schmeichel Co., Inc.

By: [Signature]

Title: President

Date: 6-26-2015

EXHIBIT I

Trademark Registration No. 3,762,658:

