

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elwood Corporation		02/29/2016	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Elwood Acquisition Company, LLC		
Street Address:	120 S. LaSalle Street, Suite 1530		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1374369	ELWOOD	
Registration Number:	1316745	ELWOOD	
Registration Number:	1011842	GETTYS	
CORRESPONDENCE DATA			
Fax Number:	3128966289		
<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:	312-201-2975		
Email:	ipdocket-chi@lockelord.com		
Correspondent Name:	David T. Van Der Laan		
Address Line 1:	111 S. Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1509484.00002		
NAME OF SUBMITTER:	Ingrid J. Scheckel		
SIGNATURE:	/Ingrid J. Scheckel/		
DATE SIGNED:	03/01/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of February 29, 2016 by ELWOOD CORPORATION, a Wisconsin corporation (“**Assignor**”), to ELWOOD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“**Assignee**”).

W I T N E S S E T H

WHEREAS, Assignor uses, or has a bona fide intent to use, the trademarks and service marks listed on **Schedule I** (hereinafter referred to as the “**Marks**”), and has registered and/or submitted applications to register the Marks in the United States Patent and Trademark Office.

WHEREAS, pursuant to an Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”) by and among Assignee, Assignor, Robert Larsen, and Irma Larsen, Assignor desires to contribute and assign to Assignee all of Assignor’s right, title and interest in and to the Marks and the applications and registrations therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

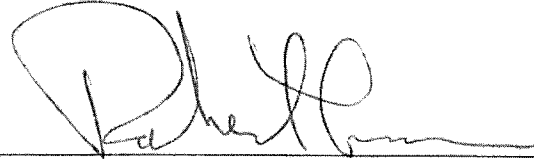
1. **Assignment.** Assignor hereby sells, assigns, transfers and delivers to Assignee, and their respective successors and assigns, Assignor's entire right, title and interest in and to the Marks and the applications and registrations therefor, if any, together with the goodwill of the business symbolized by the Marks, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Marks, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.
2. **Further Assurances.** The parties hereto shall, from time to time and at all times hereafter, upon the reasonable request of any other party, do and cause to be made, done and executed all such further acts, deeds or assurances as may be reasonably requested by the other party to more effectually and completely vest the Marks in Assignee.
3. **Purchase Agreement.** This Assignment is an Ancillary Agreement (as defined in the Purchase Agreement). Accordingly, the terms and conditions in the Purchase Agreement that apply to Ancillary Agreements shall apply to this Assignment. This Assignment is made pursuant to, and is subject in all respects to the terms of, the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, expand, increase, restrict, modify, alter, amend or otherwise change in any manner the rights or obligations of Assignor, the Owners or Assignee under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the

Purchase Agreement shall control. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ELWOOD CORPORATION



By: _____
Name: ROBERT LARSEN
Title: PRESIDENT

Accepted and Agreed:

ELWOOD ACQUISITION COMPANY, LLC

By: _____
Name:
Title:

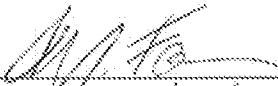
IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ELWOOD CORPORATION

By: _____
Name:
Title:

Accepted and Agreed:

ELWOOD ACQUISITION COMPANY, LLC

By: 
Name: DANIEL J. FORSMAN
Title: CHAIRMAN

**Schedule I
to Trademark Assignment**

MARKS

<u>Mark</u>	Registration Number	Serial Number	Registration Date
ELWOOD	1374369	73456696	12/3/1985
ELWOOD	1316745	73456875	1/29/1985
GETTYS	1011842	72452987	5/27/1975