

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenwood Emergency Vehicles, Inc.		07/29/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Greenwood Emergency Vehicles, LLC		
Street Address:	530 John Dietsch Boulevard		
City:	North Attleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02763		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514055	M MAXIM	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	08/08/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment"), dated as of July 29, 2016 (the "Effective Date"), is between Greenwood Emergency Vehicles, Inc., a Massachusetts corporation (the "Assignor"), and Greenwood Emergency Vehicles, LLC, a Massachusetts limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement (the "Contribution Agreement"), dated as of June 2, 2016, pursuant to which Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Contribution Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned IP"):

a) the trademarks, logos, and brand names, whether registered, unregistered or arising by an applicable law of any jurisdiction throughout the world, set forth on Schedule A and all registrations and applications for registration of such trademarks, and all issuances, extensions and renewals thereof together with all common law rights associated with the trademarks and the goodwill of the business connected with the use of, and symbolized by the trademarks;

b) all copyrights of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such copyrights, set forth on Schedule B hereto and all issuances, extensions and renewals thereof, all moral rights, and related proprietary rights, interests and protections, however arising, pursuant to any such law;

c) the domain registrations ("Domain Names") set forth on Schedule C hereto, together with all goodwill of the business connected with or symbolized by the Domain Names, in all countries of the world including the United States of America, its territories and possessions;

d) the social media accounts ("Social Media") set forth on Schedule D hereto, together with all goodwill of the business connected with or symbolized by the Social Media;

e) all rights of any kind whatsoever of Assignor accruing under the Assigned IP provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned IP; and

g) any and all claims and causes of action, with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignor agrees to, on the Effective Date or, if not practicable to do so on the Effective Date, as soon thereafter as practicable (i) take any actions necessary, including the execution, acknowledgement and delivery of any necessary Domain Names transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the Domain Names included in the Assigned IP to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the Domain Names to Assignee; and (ii) take any actions necessary to provide access to and transfer of ownership of the Social Media to Assignee.

3. Terms of the Contribution Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The provisions contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).


6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of

electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

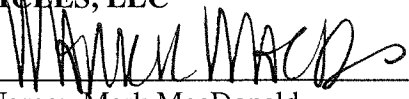
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

**GREENWOOD EMERGENCY
VEHICLES, INC.**

By: 
Name: Timothy O'Neill
Title: President

**GREENWOOD EMERGENCY
VEHICLES, LLC**

By: 
Name: Mark MacDonald
Title: President and Chief Executive Officer

SCHEDULE A

Unregistered Marks:

- Greenwood Emergency Vehicles



Registered Marks:

Country	Mark	Reg. Number	Reg. Date	Status
United States		3514055	October 7, 2008	Renewal due October 7, 2018

Abandoned Applications:

Country	Mark	Serial Number	Filing Date	Status
United States	THE GREAT AMERICAN FIRE TRUCK COMPANY	85/969,440	June 25, 2013	Abandoned
United States	Tough trucks. For tough jobs	77/950,328	March 4, 2010	Abandoned
United States	MAXIM MOTOR COMPANY	77/924,387	January 31, 2010	Abandoned

SCHEDULE B

Copyrights:

Unregistered copyrights in marketing materials and content on URLs and social media accounts and in the following tradenames and logos:

- Greenwood Emergency Vehicles



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SCHEDULE C

Domain Registrations:

- GreenwoodEV.com
- GreenwoodFire.com
- MaximFire.com
- RosenbauerNE.com
- Nets-Fire.com

SCHEDULE D

Social Media Accounts:

Facebook

- *Greenwood Emergency Vehicles*
- *Rosenbauer of New England*

Twitter

- *Greenwood Emergency Vehicles*