

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mining, Rock Excavation and Construction LLC		01/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Construction Equipment North America LLC		
Street Address:	1059 Paragon Way		
City:	Rock Hill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29730		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2154668	AIRGO NOMIC	
Registration Number:	2324766	AIRGO-LINE	
Registration Number:	4738540	APT SINCE 1938	
Registration Number:	4738570	AMERICAN PNEUMATIC TOOLS	
Registration Number:	4865422	APT	
CORRESPONDENCE DATA			
Fax Number:	8012141964		
<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:	8017995892		
Email:	docket@hollandhart.com		
Correspondent Name:	Tiffany D.W. Shimada		
Address Line 1:	P.O. Box 11583		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Salt Lake City, UTAH 84110		
NAME OF SUBMITTER:	Tiffany D.W. Shimada		
SIGNATURE:	/Tiffany Shimada/		
DATE SIGNED:	01/06/2017		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of January 1, 2017, is made by Mining, Rock Excavation and Construction LLC (“**Seller**”), a Delaware limited liability company, in favor of Construction Equipment North America LLC (“**Buyer**”), a Delaware limited liability company.

WHEREAS, Seller desires to convey, transfer and assign to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and Canadian Intellectual Property Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration provided in connection with a certain Asset Transfer Agreement dated January 1, 2017 between Seller and Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) all licenses and similar contractual rights with respect to any of the foregoing granted by Seller to any third party;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

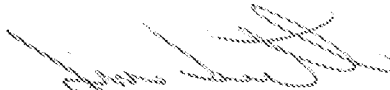
agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. Governing Law and Venue. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in New Castle County, State of Delaware, in any legal suit, action or proceeding arising out of or based upon this Agreement.

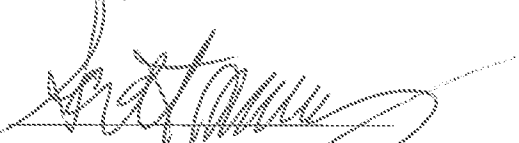
IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Mining, Rock Excavation and
Construction LLC

By: 
Name: JIM DEVITT
Title: ASSISTANT SECRETARY

AGREED TO AND ACCEPTED:


Construction Equipment North
America LLC

By: 
Name: SCOTT MURRAY
Title: VICE PRESIDENT - OPERATION


SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Filing Date	Reg. Date
AIRGO NOMIC	2154668	Nov. 04, 1996	May 05, 1998
AIRGO-LINE	2324766	Jun. 10, 1997	Feb. 29, 2000
APT Since 1938 and Design 	4738540	Sep. 17, 2014	May 19, 2015
AMERICAN PNEUMATIC TOOLS	4738570	Sep. 18, 2014	May 19, 2015
APT	4865422	Sep. 17, 2014	Dec. 08, 2015

CANADA TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Filing Date	Reg. Date
APT Since 1938 and Design 	TMA934430	Sep. 19, 2014	Apr. 12, 2016
APT	TMA934434	Sep. 19, 2014	Apr. 12, 2016
AMERICAN PNEUMATIC TOOLS	TMA941347	Sep. 19, 2014	Jun. 20, 2016