

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toolbarn.com, Inc.		09/01/2017	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Northecomm, LLC		
Street Address:	10840 Harney St.		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3635171	TOOLBARN.COM	
CORRESPONDENCE DATA			
Fax Number:	2052445476		
<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:	205-244-5276		
Email:	jwtrademarks@joneswalker.com		
Correspondent Name:	Paul O. Woodall Jr.		
Address Line 1:	Jones Walker LLP		
Address Line 2:	1819 5th Ave N, Ste 1100		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Paul O. Woodall Jr.		
SIGNATURE:	/paul o woodall jr/		
DATE SIGNED:	10/04/2017		
Total Attachments: 4			
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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made and entered into as of September 1, 2017, by TOOLBARN.COM, INC., a Nebraska corporation ("Assignor"), to NORTHECOMM, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignee, SouthernCarlson, Inc. ("Purchaser"), Assignor, Tighton Fastener and Supply Corporation, Pressure Parts, Inc., and Dan E. Williams are parties to an Asset Purchase Agreement dated as of September 1, 2017 (the "Agreement"), pursuant to which Assignor has agreed to sell to Purchaser and Purchaser has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to Section 6.8 of the Agreement, Purchaser has designated Assignee as Purchaser of the Marks (as defined herein). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made, free and clear of any Liens (as defined in the Agreement).

Assignor covenants and agrees to warrant and defend the transfer and assignment of the Marks hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Assignee's title to the Marks and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee

may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Marks.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the principles of conflicts of laws thereof.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Servicemarks and Trademarks to be executed under seal by its duly authorized officer as of the date first above written.

ASSIGNOR:

TOOLBARN.COM, INC.

By: 
Name: Dan E. Williams
Its: President

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. Reg. No.</u>	<u>Registration Date</u>
Toolbarn.com Servicemark	3635171	June 9, 2009

Unregistered Servicemarks and Trademarks

None

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
	None	

Trade Names

Toolbarn.com is registered as a trade name with the Nebraska Secretary of State.