## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM446614

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/19/2014

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NIAGARA LASALLE CORPORATION		10/09/2017	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ENDURO INDUSTRIES LLC
Street Address:	2001 Orchard Avenue
City:	Hannibal
State/Country:	MISSOURI
Postal Code:	63401
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1578653	CORR-GARD

### **CORRESPONDENCE DATA**

Fax Number: 3059615556

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.

Phone: 3055790558 Email: chius@gtlaw.com

Greenberg Traurig, P.A. Attn: Sandy Chiu **Correspondent Name:** 

Address Line 1: 333 SE 2nd Ave Ste 4400 Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	169956.010100
NAME OF SUBMITTER:	Sandy Chiu
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	10/10/2017

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 006178 FRAME: 0492

#### CONFIRMATORY INTELLECTUAL PROPERTY NUNC PRO TUNC ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY NUNC PRO TUNC ASSIGNMENT (this "Assignment") is executed and delivered as of this <u>II</u> day of October, 2017 (the "Execution Date") but is effective nunc pro tunc as of June 19, 2014 (the "Effective Date") by NIAGARA LASALLE CORPORATION, a Delaware corporation having an address of 1412 150th Street, Hammond, Indiana 46327 ("Assignor"), to and in favor of ENDURO INDUSTRIES LLC, a Delaware limited liability company having an address of 2001 Orchard Avenue, Hannibal, Missouri 63401 ("Assignee").

WHEREAS, Assignor is a party to a certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated effective as of June 19, 2014 with Assignee pursuant to which Assignor released, conveyed and assigned to Assignee all rights, title and claims to certain Business Intellectual Property (as defined in the Asset Purchase Agreement) as related to the Assignor's Business (as defined in the Asset Purchase Agreement), including but not limited to the Business Intellectual Property set forth on Schedule A (collectively, "Assigned IP"); and

WHEREAS, Assignor desires to confirm and further document via this Assignment, the assignment to Assignee of the ownership and other rights with respect to the Assigned IP effective nunc pro tune as of the Effective Date of the Asset Purchase Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the prior assignment by Assignor to Assignee, and for avoidance of doubt Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee, effective nunc pro tunc as of the Effective Date, Assignor's entire right, title and interest in and to the Assigned IP, for the United States and all other jurisdictions worldwide, including, without limitation, the registrations listed on Schedule A and any other registrations and registration applications therefor, any renewals and extensions of the registrations, all common law rights, the benefit of Assignor's prior use of the Assigned IP, the associated goodwill, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned IP, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006178 FRAME: 0493

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its respective duly authorized representative as of the Execution Date but effective as of the Effective Date.

### **ASSIGNOR:**

NIAGARA LASALLE CORPORATION,

a Delaware corporation

Name: THAD

Title: VICE PRESIDENT

## **ACKNOWLEDGEMENT**

COUNTY OF Migni-DADE	)	
	)	SS:
STATE OF FLORIDA	)	

The foregoing Assignment was acknowledged before me this \_\_\_\_\_\_\_ day of October, 2017 by \_\_\_\_\_\_\_\_, the VICE PRESIDENT of NIAGARA LASALLE CORPORATION, a Delaware corporation. He/she is personally known to me or has produced as identification.

Notary: Print Name: Dayn Sina

[NOTARIAL SEAL]

Notary Public, FLORIDA

My commission expires:



# SCHEDULE A

# **Trademark Registrations**

Mark	Jurisdiction	Reg. No.	Reg. Date
CORR-GARD	USA	1,578,653	1/23/1990
СРО	Canada	TMA243942	4/25/1980
IHCP	Canada	TMA243496	4/18/1980

# Copyright Registration

Title	Reg. No.	Reg. Date
IHCP&CPO: LaSalle Steel Company	TX0000910582	4/22/1982

MIA 186058444v1

**RECORDED: 10/10/2017** 

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