

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C. Cook Enterprises, Inc.		10/09/2017	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	Van Sant Distributing, Inc.		
Street Address:	75 Truman Road		
City:	Pella		
State/Country:	IOWA		
Postal Code:	50219		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2657553	PROLINE	
CORRESPONDENCE DATA			
Fax Number:	6416282614		
<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:	641-628-3860		
Email:	bruce@vansantent.com		
Correspondent Name:	Bruce Van Sant		
Address Line 1:	75 Truman Road		
Address Line 4:	Pella, IOWA 50219		
NAME OF SUBMITTER:	Bruce Alan Van Sant		
SIGNATURE:	/bruce van sant/		
DATE SIGNED:	10/11/2017		
Total Attachments: 4			
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OP \$40.00 2657553

ASSET SALE AGREEMENT

THIS AGREEMENT made at Erlanger, Kentucky, on the 9th day of October, 2017, by and between C. COOK ENTERPRISES, Inc. a Kentucky Corporation ("Seller"), and VAN SANT DISTRIBUTING, Inc. of Pella, Iowa ("Buyer") and replaces the earlier Letter of Intent.

WHEREAS, Seller is engaged in the business of producing for retail and wholesale sale of metalshaping tools.

WHEREAS, Seller desires to sell, and Buyer desires to buy all of the production inventory, the rights to manufacture the product line of PROLINE, all product data, current inventory, manufacturing rights, trademark, website domain, and dealer list and the right to use the name of PROLINE.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Buyer and Seller agree as follows:

1. **SALE OF ASSETS BY SELLER:** Buyer has paid the amount of Twenty-Five Thousand Dollars (\$25,000.00) receipt of which is hereby acknowledged, as a down payment toward the purchase price of Eighty-Nine Thousand, Two Hundred Forty-Three Dollars (\$89,243.00).

(a) On the Closing Date, the 9th day of October, 2017, (as that term is hereinafter defined), Seller shall sell to Buyer, and Buyer shall buy from Seller:

- (i) the goodwill of PROLINE TOOLS;
- (ii) inventory and other tangible assets of Seller used in connection and associated with Seller's business as shown on the attached Exhibit "A";
- (iii) the right to use the name of PROLINE and trademark name.

(b) The total purchase price shall be \$89,243.00. The specific breakdown of price is as follows:

- (i) Inventory, which the parties value at \$64,243.00. (See attached Exhibit A- Van Sant Inventory Evaluation)
- (ii) Covenant Not to Compete, which the parties value at \$20,000.00.

(iii) Dealers list and sales data; name rights and trademark rights, which the parties value at \$5,000.00.

(c) Included within the \$5,000.00 price is the right to use the name "PROLINE" and the trademark, all of which is being transferred by Seller to Buyer.

2. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER AND THE SHAREHOLDER: Seller hereby represents and warrants to and agrees with the Buyer as follows (which representations, warranties and agreements shall continue in full force and effect from the date hereof through the Closing Date and thereafter):

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Kentucky.

(b) The Shareholders and the Board of Directors of Seller have taken all necessary action to authorize the execution, delivery and consummation of this Agreement.

(c) The execution, delivery and consummation of this Agreement will not violate any provisions of the Articles of Incorporation or by-laws of Seller, or any instrument by which Seller is bound or to which any of its assets are subject.

(d) Seller has good and marketable title to the inventory, free and clear of all leases, liens, mortgages, security interests or other encumbrances, actual or contingent or any kind.

(e) Seller is not a party to or the subject of any litigation affecting the inventory or production of any previously produced equipment.

(f) Seller is not party to any labor union agreement, employee contract, employee claim, or employee retirement benefits that in any way relate to the inventory.

(g) Seller had paid all sales tax, income tax, social security taxes, unemployment compensation contributions and similar items in regard to the inventory. All required tax payments have been made and all required tax reports have been filed.

3. CLOSING CONDITIONS FOR THE BENEFIT OF BUYER:

The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions

(compliance with any of which Buyer may waive):

(a) The representations and warranties of Seller contained herein or otherwise made in writing by or on behalf of Seller pursuant hereto shall have been true when made and on and as of the Closing Date, the Seller shall have performed and complied with all the agreement and conditions required hereby to be performed and complied with by them prior to or on the Closing Date.


(b) Seller is not aware of any pending or threatened litigation regarding the inventory being sold through this transaction.

4. NON COMPETITION: Seller, and Seller's shareholders, officers, and directors, agree that for a period of three years, the corporation and its shareholders, directors or officers shall not be employed by or have any ownership interest in any entity which competes with Buyers in the arranging for production either retail or wholesale of Metal fabrication equipment.

5. INVALIDITY: The invalidity of all, or any part, of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder, if any, of such section.

6. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Buyer and Seller.

C. COOK ENTERPRISES, INC, Seller

by: 
Its: Trustee

VAN SANT DISTRIBUTING, Inc. Buyer

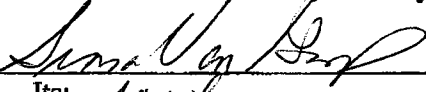
by: 
Its: Secretary

EXHIBIT A - VAN SANT INVENTORY EVALUATION

ITEM			\$ ON HAND	FINAL EVALUATION
MINIMAX INVENTORY			\$ 12,617.45	\$ 6,308.73
MINIMAX MACHINES	2	\$ 6,590.00	\$ 13,180.00	\$ 9,885.00
24" HAMMER			\$ 10,174.15	\$ 5,087.08
24" HAMMERS ASSEMBLED	3	\$ 8,295.00	\$ 24,885.00	\$ 18,663.75
36" HAMMER			\$ 2,554.47	\$ 1,277.24
HAND HELD HAMMER			\$ 6,557.56	\$ 3,278.78
VALVES PURCHASED			\$ 320.30	\$ 320.30
PORTABLE HAMMER			\$ 9,675.47	\$ 4,837.74
SHAPER			\$ 4,309.00	\$ 2,154.50
PROLINE DIES			\$ 4,269.72	\$ 2,134.86
PULLMAX DIES			\$ 20,590.00	\$ 10,295.00
GRAND TOTAL			\$ 109,133.12	\$ 64,242.96

TRADEMARK