

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beall Corporation		05/17/2013	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	ALF Acquisitions LLC		
Street Address:	2800 Golden Triangle Blvd		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76177		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3964867	PIONEER	
Registration Number:	3969143	TRUCKWELD	
Registration Number:	3969144	PTW PIONEER TRUCKWELD	
Registration Number:	3969145	PIONEER TRUCKWELD	
Registration Number:	0697721	TRUCKWELD	
CORRESPONDENCE DATA			
Fax Number:	8173362400		
<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:	8173362400		
Email:	gmantooth@deckerjones.com		
Correspondent Name:	Geoffrey A Mantooth		
Address Line 1:	Burnett Plaza, Suite 2000, 801 Cherry St		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Geoffrey A Mantooth		
SIGNATURE:	/Geoffrey A Mantooth/		
DATE SIGNED:	11/20/2017		
Total Attachments: 2			
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OP \$140.00 3964867

**BILL OF SALE AND INSTRUMENT OF ASSIGNMENT OF ASSETS
AND ASSUMPTION OF LIABILITIES**

BILL, OF SALE AND INSTRUMENT OF ASSIGNMENT OF ASSETS AND ASSUMPTION OF LIABILITIES, dated as of May 17, 2013 (this "Bill of Sale and Instrument of Assignment and Assumption"), from Beall Corporation, an Oregon corporation as debtor and debtor-in-possession ("Seller"), to ALF Acquisitions LLC, a Texas limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement, dated as of April 1, 2013 (the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and Buyer has agreed to purchase and acquire from Seller, the Purchased Assets, and Buyer has agreed to assume the Assumed Liabilities; and

WHEREAS, the execution and delivery of this Bill of Sale and Instrument of Assignment and Assumption by Seller and Buyer is required by Sections 4.2(a) and 4.2(b) of the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. **Sale and Assignment of Assets and Properties.** On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers unto Buyer and its successors and assigns, forever, the entire right, title and interest of Seller free and clear of all Liens in and to the Purchased Assets.

2. **Assumption of Assumed Liabilities.** On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Buyer hereby assumes, and agrees to timely pay, perform and discharge in accordance with their terms, the Assumed Liabilities.

3. **Further Action.** Seller shall, at the request of Buyer, use its commercially reasonable efforts to timely execute and deliver any additional documents and perform such additional acts that may be necessary, proper and advisable under applicable Legal Requirement to grant, sell, convey, assign, transfer, set over to or vest in Buyer any of the Purchased Assets.

4. **No Third Party Beneficiaries.** This Bill of Sale and instrument of Assignment and Assumption shall be binding upon and inure solely to the benefit of the parties to the Asset Purchase Agreement and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale and Instrument of Assignment and Assumption.

5. **Interpretation.** The respective rights of Seller, on the one hand, and Buyer, on the other, with respect to the Purchased Assets sold, transferred, assigned and conveyed hereby and the assumption of the Assumed Liabilities hereunder shall be governed exclusively by the

Asset Purchase Agreement, and nothing in this Bill of Sale and Instrument of Assignment and Assumption shall alter any liability or obligations arising under the Asset Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the parties with respect to the rights and obligations sold, transferred, assigned, conveyed and assumed hereunder. If there is any conflict or inconsistency between the provisions of the Asset Purchase Agreement and this Bill of Sale and Instrument of Assignment and Assumption, the provisions of the Asset Purchase Agreement shall govern.

6. **Governing Law.** This Bill of Sale and Instrument of Assignment and Assumption will be governed by and construed under the laws of the State of Oregon, without regard to conflicts-of-laws principles that would require the application of any other Legal Requirements, and to the extent applicable, the Bankruptcy Code.

7. **Counterparts.** This Bill of Sale and Instrument of Assignment and Assumption may be executed and delivered (including by facsimile transmission) in counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Bill of Sale and Instrument of Assignment and Assumption has been duly executed as of the date first above written.

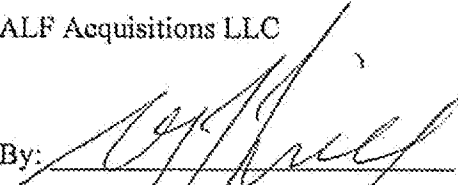
SELLER:

BUYER:

Beall Corporation

ALF Acquisitions LLC

By: 

By: 

Name: James E. Beall

Name: Alfred L. Finley

Title: President

Title: Managing Partner

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Bill of Sale
Page 2

TRADEMARK

RECORDED: 11/20/2017

REEL: 006209 FRAME: 0217