

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accubuilt, Inc.		07/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	S&S/Superior Coach Company, Inc.		
Street Address:	2550 Central Point Parkway		
City:	Lima		
State/Country:	OHIO		
Postal Code:	45804		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	86663077	MILLER - METEOR	
Registration Number:	4210051	DABRYAN	
Registration Number:	4260442		
Registration Number:	3997276	PREMIER	
Registration Number:	3530778	SC	
Registration Number:	2624704	E	
Registration Number:	2603571	ACCUBUILT	
Registration Number:	2615149	EUREKA	
Registration Number:	2564320	ACCUBUILT	
Registration Number:	2559888	ACCUBUILT	
Registration Number:	2023976	S & S COACH COMPANY	
Registration Number:	2023975	S&S MASTERPIECE	
Registration Number:	2025571	CROWN SOVEREIGN	
Registration Number:	2023817	S&S	
Registration Number:	2131835	STATESMAN	
Registration Number:	2154477	SUPERIOR	
Registration Number:	2110322	SUPERIOR COACHES	
Registration Number:	1751171		
Registration Number:	1725404	SAYERS & SCOVILL	

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Property Type	Number	Word Mark
Registration Number:	1723585	SOVEREIGN
Registration Number:	1721735	S & S
Registration Number:	1344241	MILLER-METEOR

CORRESPONDENCE DATA

Fax Number:

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.

Email: mhurst@kmklaw.com
Correspondent Name: J. Michael Hurst
Address Line 1: 1 East 4th Street
Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	J. Michael Hurst
SIGNATURE:	/j. michael hurst/
DATE SIGNED:	01/02/2018

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Trademark Assignment"), dated as of July 28, 2017, is made by Accubuilt, Inc. ("Seller"), a Delaware corporation, located at 2550 Central Point Pkwy, Lima, OH 45804, in favor of S&S/Superior Coach Company, Inc. ("Buyer"), an Ohio corporation, located at 2550 Central Point Pkwy, Lima, OH 45804, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, 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;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 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.

5. 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.

6. Governing Law. 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).

[SIGNATURE PAGE FOLLOWS]

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

ACCUBUILT, INC.

By: 

Name: Rob Hubbard

Title: Chairman of the Board

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Registration Number	Registration Date
DABRYAN	4,210,051	September 18, 2012
Design (chevron)	4,260,442	December 18, 2012
PREMIER	3,997,276	July 19, 2011
SC (Stylized)	3,530,778	November 11, 2008
E and Design	2,624,704	September 24, 2002
ACCUBUILT & Design	2,603,571	August 6, 2002
EUREKA	2,615,149	September 3, 2002
ACCUBUILT	2,564,320	April 23, 2002
ACCUBUILT & Design	2,559,888	April 9, 2002
S & S COACH COMPANY	2,023,976	December 17, 1996
S&S MASTERPIECE & Design	2,023,975	December 17, 1996
CROWN SOVERGEIGN & Design	2,025,571	December 24, 1996
S&S & Design	2,023,817	December 17, 1996
STATESMAN	2,131,835	January 27, 1998
SUPERIOR (Stylized)	2,154,477	May 5, 1998
SUPERIOR COACHES	2,110,322	November 4, 1997
Design (Lamp)	1,751,171	February 9, 1993
SAYERS & SCOVILL	1,725,404	October 20, 1992
SOVEREIGN	1,723,585	October 13, 1992
S & S	1,721,735	October 6, 1992
MILLER-METEOR (Stylized)	1,344,241	June 25, 1985

Trademark Applications

Mark	ITU Status	Application Serial Number	Filing Date
MILLER-METEOR	Pending	86/663,077	June 15, 2015

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