

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimeWood, Inc.	FORMERLY Wahpeton Canvas Company, Inc.	01/01/1995	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Wahpeton Canvas Company South Dakota, Inc.		
Street Address:	P.O. Box 713		
City:	Yankton		
State/Country:	SOUTH DAKOTA		
Postal Code:	57078-0713		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1414882	SHUR-LOK	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<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:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	03/28/2018		
Total Attachments: 6			
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OP \$40.00 1414882

SALE AGREEMENT (INTELLECTUAL PROPERTY)

THIS AGREEMENT Made and entered into as of the 1st day of January, 1995, by and between PrimeWood, Inc., formerly Wahpeton Canvas Co., Inc., a North Dakota corporation, of Wahpeton, North Dakota, hereinafter referred to as "**Seller**", and Wahpeton Canvas Co., South Dakota, Inc., a South Dakota corporation, of Yankton, South Dakota (hereinafter referred to as "**Buyer**"). (All references to Seller and Buyer are in the singular tense and masculine gender.)

WITNESSETH:


The Seller is the owner of the following described intellectual property:

United States Patent No. RE. 31,746 dated November 27, 1984, relating to and involving a fully-automatic roll-up tarp for trailers sold under the trademark "SHUR-LOK", United States Patent No. 4,505,512 dated March 19, 1985, and United States Patent No. 4,619,957, dated September 8, 1987, and the original patent from which United States Patent No. RE. 31,746 resulted, said original patent issued under U.S. Patent No. 4,302,043 dated November 24, 1981, together with the trademark SHUR-LOK® and its Federal Registration No. 1,414,882 issued October 28, 1986, used in association with said roll-tarp and the federal trademark registration therefor and the trademarks "STRONG ARM" and "Arm and Flash Logo", and trademark rights to "WCCO" and its Associated Registration No. 1,295,721 issued September 18, 1984, together with any foreign rights to the exclusive use of the mark SHUR-LOK®; any license of the foregoing intellectual property, addendums thereto or reissues thereof, together with any residual rights to recover under said previously described intellectual properties or its claims.

In consideration of the mutual promises and agreements herein set forth, the Seller agrees to sell and the Buyer agrees to buy the following at the purchase price herein provided and upon the terms as herein stated.

1. **Property Transferred.** Seller shall sell to the Buyer the following:

United States Patent No. RE. 31,746 dated November 27, 1984, relating to and involving a fully-automatic roll-up tarp for trailers sold under the trademark "SHUR-LOK", United States Patent No. 4,505,512 dated March 19, 1985, and United States Patent No. 4,619,957, dated September 8, 1987, and the original patent from which United States Patent No. RE. 31,746 resulted, said original patent issued under U.S. Patent No. 4,302,043 dated November 24, 1981, together with the trademark SHUR-LOK® and its Federal Registration No. 1,414,882 issued October 28, 1986, used in association with said roll-tarp and the federal trademark registration therefor and the trademarks "STRONG ARM" and "Arm and Flash Logo", and trademark rights to "WCCO" and its Associated Registration No. 1,295,721 issued September 18, 1984, together with any foreign rights to the exclusive use of the mark SHUR-LOK®; any license of the foregoing intellectual property, addendums thereto or reissues thereof, together with any residual rights to recover under said previously described intellectual properties or its claims.

In addition thereto, Seller transfers and assigns all rights and claims under the patents and trademarks against third parties for the entire period for which they were owned by Seller to Buyer, and Buyer shall have sole right to sue and recover for damages to itself and to Seller for the period during which those companies owned the patents and the trademarks. 

2. **Representations**. Seller warrants and represents as follows:

- a. That it is the owner of and has good and marketable title to the property referred to in paragraph 1, free of all encumbrances, liens and security interests other than those stated herein.
- b. Seller also warrants there are no judgments, liens, actions or proceedings pending against the Seller as of the date of execution of this instrument, which in any way will affect the sale of the assets covered by this Agreement.

The Seller covenants with the Buyer as follows:

- a. No judgments or liens will be outstanding at the time of closing against the Seller or against the business or any assets thereof.



4. **Terms of Purchase**. The Buyer hereby grants to the Seller (also referred to as secured party) a security interest in the property (also described as collateral) described in paragraph 1 to secure the payment of the Buyer's obligation to the Seller under this Agreement.

In the event that the Buyer fails to pay any installment required to be paid under this Agreement on the date for which such installment is due, all unpaid installments shall, at the Seller's option, become immediately due and payable and, in addition to such right of acceleration, the Seller shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the state of North Dakota as presently enacted and as amended.

5. **Time of Transfer.** The property herein described shall be delivered to the Buyer upon the execution of this Agreement, and the Buyer shall thereafter be the owner thereof and entitled to the possession thereof subject only to the conditions set forth in this Agreement.

Seller agrees to execute any and all documents necessary to assign the registrations of the intellectual property previously described herein in a form appropriate for recordation in the United States Patent and Trademark Office and any foreign patent offices as required by the Buyer.

6. **Hold Harmless.** The Buyer shall indemnify and hold Seller harmless from any and all liability as to any contracts, arrangements, obligations, liabilities, debts, or causes of action arising out of any and all occurrences or transactions pertaining to the intellectual property sold in this Agreement, whether arising prior to or after the date of this Agreement.

7. **Bill of Sale.** The Seller hereby warrants and agrees to defend the title to the said property conveyed unto the Buyer, his heirs and assigns, against all lawful claims, and will deliver the said property to the Buyer as stated in this Agreement. It is agreed that this Agreement may serve as a Bill of Sale.

8. **Arbitration.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in Fargo, North Dakota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9. **Binding Effect.** This Agreement is binding upon the parties, their heirs, administrators, personal representatives, and assigns.

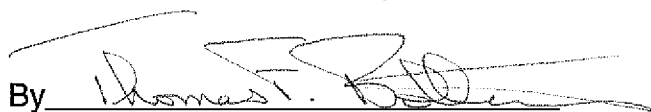
10. **Notices.** All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given at the time when mailed at any United States post office enclosed in a certified postpaid envelope and addressed to the address of the respective parties stated below or to such other changed address as such party may have fixed by notice:

Seller: PrimeWood, Inc.
2217 - 9th Street North
Wahpeton, North Dakota 58074


Buyer: Wahpeton Canvas Co., South Dakota, Inc.
P.O. Box 713
Yankton, South Dakota 57078-0713

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

SELLER: PRIMEWOOD, INC.

By 
Thomas F. Botten, President

**BUYER: WAHPETON CANVAS CO.,
SOUTH DAKOTA, INC.**

By  Pres.
William J. Shorma, President

By 
Donald S. Shorma, Secretary

By  Sec
Carla Ewald, Secretary

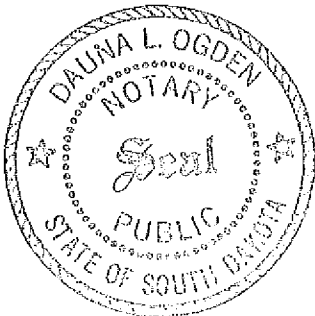
STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this 6th day of January, 1995, before me personally appeared Thomas F. Botten and Donald S. Shorma, known to me to be the president and secretary respectively of PrimeWood, Inc., formerly Wahpeton Canvas Co., Inc., a North Dakota corporation, that is described in and that executed the within and foregoing document, and acknowledged to me that they executed the same on behalf of said corporation.

Mianne R. Betzold
Notary Public
My Commission Expires: 3-9-99

STATE OF So. Dak.)
)SS
COUNTY OF Yanketon)

On this 28 day of ^{Feb.} ~~January~~, 1995, before me personally appeared William J. Shorma and Carla Ewald, known to me to be the president and secretary respectively of Wahpeton Canvas Co., South Dakota, Inc., a South Dakota corporation, that is described in and that executed the within and foregoing document, and acknowledged to me that they executed the same on behalf of said corporation.



Dauna L. Ogden
Notary Public
My Commission Expires: 3/22/99

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