

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT ORDER		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beall Corporation		05/13/2013	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:	3969145	PIONEER TRUCKWELD	
Registration Number:	3969144	PTW 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:	Unit 46, Burnett Plaza, Suite 2000, 801		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	Geoffrey A Mantooth		
SIGNATURE:	/Geoffrey A Mantooth/		
DATE SIGNED:	11/20/2017		
Total Attachments: 11			
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Below is an Order of the Court.


ELIZABETH FERRIS
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re

Beall Corporation,

Debtor.

Case No. 12-37291-elpl1

**ORDER GRANTING AUTHORITY TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Beall Construction Division)**

This matter came before the Court for consideration at the hearing held on May 7, 2013 (the "Sale Hearing") pursuant to the Notice of Intent to Sell Real or Personal Property, Compensate Real Estate Broker, and/or Pay any Secured Creditor's Fees and Costs; Motion for Authority to Sell Property Free and Clear of Liens; and Notice of Hearing (the "Motion", Dkt. #359) filed by Beall Corporation, Debtor and Debtor-in-Possession ("Debtor"). The Court having reviewed the Motion and the Court record, and having determined that there are legal and factual bases that establish just cause for the relief granted herein, the Court finds as follows:

A. Proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has been provided by the Debtor to creditors and parties-in-interest in accordance with 11 USC §§ 102, 105, and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9006, 9007, 9013, and 9036, and the Local Rules of this Court.

B. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested has been afforded to all interested persons and entities, and as

**Page 1 of 4 - ORDER GRANTING AUTHORITY TO SELL PROPERTY FREE AND
CLEAR OF LIENS (Beall Construction Division)**

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demonstrated by the Court record and the statements of counsel at the Sale Hearing, no objections to the Motion were received.

C. As demonstrated by the Court record and the statements of counsel at the Sale Hearing, no competing overbids were received by Debtor.

D. ALF Acquisitions LLC, a Texas limited liability company ("Buyer") has entered into an Asset Purchase Agreement with Debtor dated on or about April 1, 2013 (the "Asset Purchase Agreement") in good faith and is a good faith buyer within the meaning of Section 363(m) of the Bankruptcy Code, and entitled to the protections afforded thereby.

NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW AND THE COURT BEING OTHERWISE DULY ADVISED, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted.

2. Pursuant to 11 USC § 363(f), Debtor is authorized and directed to consummate the sale of Debtor's personal property located at the leased office, manufacturing, sales and service facilities of Debtor used in connection with the Beall Construction Division business located at 4355 Turner Road SE, Salem, OR and 7650 3rd St SE, Turner, OR, which personal property excludes certain assets and is more particularly described in the Asset Purchase Agreement attached hereto as **Exhibit 1** (collectively, the "Property") to Buyer for the gross sales price of \$400,000. The sale of the Property by Debtor to Buyer on the terms set forth in the Asset Purchase Agreement, and all related transactions, are approved.

3. Pursuant to 11 USC §§ 105(a) and 363(f), the assets shall be transferred to the Buyer, and upon payment of the purchase price as defined in the Asset Purchase Agreement (the "Closing"), shall be free and clear of any and all liens, Claims or Interests of any kind or nature whatsoever (except as may be provided in the Asset Purchase Agreement), to the full extent provided by law, with any and all such liens, Claims, or Interests of any kind or nature whatsoever to attach to the proceeds of the sale in the order of their priority, with the same

Page 2 of 4 - ORDER GRANTING AUTHORITY TO SELL PROPERTY FREE AND CLEAR OF LIENS (Beall Construction Division)

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validity, force and effect which they now have as against the assets, subject to any claims and defenses Debtor may possess with respect thereto.

4. Upon Closing, the Debtor is authorized to compensate the court appointed broker, BizSell Brokers, Inc. dba Business Team ("Broker"), an aggregate commission of 13% of the gross sales price of the Property pursuant to the terms more fully described in Debtor's Application for Order to Employ Real Estate Broker (Dkt. 367) and the related order thereto, without the need for a fee application and without seeking further approval from the Court.

5. Buyer is a purchaser in good faith of the Property, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code. The sale of the Property and Debtor's entry into the Asset Purchase Agreement may not be avoided, and costs may not be recovered or punitive damages awarded, pursuant to Section 363(n) of the Bankruptcy Code.

6. The sale and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

7. Debtor is authorized to perform under, and consummate the transactions contemplated by, the Asset Purchase Agreement and this Order, and to execute and deliver all documents and instruments thereby required, and to transfer all right, title, and interest of Debtor in and to the Property, all without further authorization of this Court.

8. Effective as of the closing of the Asset Purchase Agreement, the sale of the Property by Debtor to Buyer shall constitute the legal, valid and effective transfer of the Property, notwithstanding any requirement for approval or consent by any person, and shall vest Buyer with all right, title and interest of Debtor in and to the Property.

9. This Court shall retain jurisdiction over any issues relating to the sale of the Property and to enforce this order pursuant to Section 105 of the Bankruptcy Code.

Page 3 of 4 - ORDER GRANTING AUTHORITY TO SELL PROPERTY FREE AND CLEAR OF LIENS (Beall Construction Division)

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10. This is a final order and is enforceable on entry by the Clerk of the Court. To the extent necessary under Federal Rules of Bankruptcy Procedure 5003, 9021, and 9002, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein, and the stay of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) is hereby modified and shall not apply to the sale of the Property in accordance with the terms of the Asset Purchase Agreement and this Order, and Debtor is authorized to take all actions and enter into all transactions authorized by this Order immediately. Time is of the essence in closing the transaction referenced herein and Debtor and Buyer intend to close their transaction as soon as practicable.

11. This Order shall be binding in all respects on all creditors and interest holders of Debtor, all successors and assigns of Buyer, any Chapter 11 trustee and any trustee appointed on a conversion to Chapter 7 under the Bankruptcy Code, and the Asset Purchase Agreement approved hereunder shall not be subject to rejection under Section 365 of the Bankruptcy Code.

12. Notwithstanding the provisions of the Order above, nothing in this order regarding the sale being free and clear of any claim, including any claim of successor liability, shall be binding on anyone who did not receive notice of the sale or otherwise adequate notice in accordance with applicable law regarding due process.

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I certify that I have complied with the requirements of LBR 9021-1(a)(2)(A).

Presented by:

TONKON TORP LLP

By /s/ Michael W. Fletcher

Albert N. Kennedy, OSB No. 821429
Michael W. Fletcher, OSB No. 010448
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E-mail: al.kennedy@tonkon.com
michael.fletcher@tonkon.com

Attorneys for Debtor
cc: List of Interested Parties

Page 4 of 4 - ORDER GRANTING AUTHORITY TO SELL PROPERTY FREE AND CLEAR OF LIENS (Beall Construction Division)

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Exhibit 1

Execution Version

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is dated as of April 1, 2013, by and among ALF Acquisitions LLC, a Texas limited liability company ("Buyer"), and Beall Corporation, an Oregon corporation, as debtor and debtor-in-possession ("Seller").

RECITALS

A. Seller commenced a voluntary case in the United States Bankruptcy Court for the District of Oregon (the "Bankruptcy Court") pursuant to Chapter 11 of Title 11 United States Code (the "Bankruptcy Code").

B. Seller desires to sell, assign and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, the Purchased Assets (defined below) free and clear of all liens, claims and interests other than as expressly permitted hereunder, and, in connection therewith, Buyer is willing to assume all of the Assumed Liabilities (defined below), all upon the terms and subject to the conditions set forth in this Agreement.

C. The Purchased Assets as of the date of this Agreement are being used by Seller in the conduct of the business of its Beall Construction Division (the "Business") located at the Facilities (defined below) in Salem, Oregon and Turner, Oregon.

D. Buyer and Seller desire that while waiting for Bankruptcy Court approval of this Agreement Buyer will operate the Business from and after the date of this Agreement and will be responsible for all Liabilities, and shall be entitled to all benefits, associated with such operations.

In consideration of the promises and the mutual agreements and covenants set forth in this Agreement, and intending to be legally bound, Buyer and Seller subject to Bankruptcy Court approval agree as follows:

**ARTICLE 1
DEFINITIONS**

Capitalized terms that are defined in attached Exhibit A shall have the meanings ascribed to such terms in Exhibit A when used in this Agreement.

**ARTICLE 2
PURCHASE AND SALE OF PURCHASED ASSETS**

Section 2.1 Purchase and Sale of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Liens, all of Seller's right, title and interest in the following property and assets of Seller, except to the extent such property and assets are defined in this Agreement as "Excluded Assets" (collectively, the "Purchased Assets"):

(a) all tangible personal property located at the Facilities on the date of this Agreement used primarily in the conduct of the Business, including equipment, machinery, furniture, fixtures, trade fixtures, extrusions and dies, leasehold improvements and office materials and supplies, including the personal property identified on attached Schedule 2.1(a);

(b) all Inventory;

(c) all Accounts Receivable;

(d) copies of the following to the extent located at the Facilities and related primarily to the operations of the Business: data and records, including customer lists and records related to the same, referral sources, research and development reports and records, production reports and records related to the same, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records, subject to Legal Requirements, personnel records;

(e) all goodwill associated with the Business or the Purchased Assets;

(f) all Contracts identified on attached Schedule 2.1(f) (collectively, the "Assigned Contracts"), including all prepaid deposits thereunder for goods in process and Finished Goods;

(g) to the extent assignable or transferrable, municipal, state, federal and foreign franchises, permits, licenses, agreements, waivers, certifications and authorizations held by Seller primarily in connection with the Business (collectively, the "Permits and Licenses");

(h) all causes of action (whether or not asserted as of the date of this Agreement) relating to the Purchased Assets or the Business, including against vendors, suppliers and customers thereof, or Seller's operations relating primarily to the Business, excluding all causes of action arising under Chapter 5 of the Bankruptcy Code or under similar state law;

(i) to the extent assignable or transferable, all unexpired representations, warranties, indemnities or guaranties from any third party with respect primarily to the Purchased Assets;

(j) the trademarks and trade names identified on attached Schedule 2.1(j) (the "Trademarks"); and

(k) all cash generated from operation of the Business after the date of this Agreement.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, all assets not specifically identified in this Agreement, including the following assets of Seller, whether or not related to the Business (collectively, the "Excluded Assets"), are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller:

(a) all cash, cash equivalents, securities (including Seller's interest in the equity of Pacific Truck Tank, Inc.) and negotiable instruments of Seller existing as of the date of this Agreement, whether on hand, in lock boxes, in financial institutions or elsewhere, including all

cash residing in any collateral cash account and all deposits securing any obligation or contingent obligation of Seller or any of its Affiliates;

- (b) all corporate seals, minute books, stock records and financial data;
- (c) all current and prior insurance policies held by or for the benefit of Seller (including life insurance policies) and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance policies;
- (d) all personnel records and other records that Seller is required by law to retain in its possession;
- (e) all claims for refund of Taxes and other governmental charges of whatever nature for any period prior to the date of this Agreement;
- (f) all Tax Returns of Seller;
- (g) all rights in connection with and assets of the Employee Plans;
- (h) all loans, receivables and payables among Seller and any of its Affiliates, whether or not evidenced in writing, and all promissory notes and other records or materials evidencing same;
- (i) any Excluded Contract and rights thereunder, and any Contract that the Bankruptcy Court has determined shall not be assigned to Buyer;
- (j) all personal property (tangible and intangible), whether or not located at either of the Facilities, that is not used primarily in the conduct of the Business;
- (k) all rights of Seller under this Agreement or under other documents or agreements to be executed and delivered in connection with this Agreement;
- (l) the originals of all data and records located at the Facilities, including customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records;
- (m) all Intellectual Property Rights other than the Trademarks; and
- (n) any other right, property or asset that is listed or described on attached Schedule 2.2(n).

Section 2.3 Assumption of Liabilities.

(a) **Assumed Liabilities.** Buyer shall assume no liability or obligation of Seller except the liabilities and obligations set forth in this Section 2.3(a) (the "Assumed Liabilities"),

which Buyer shall assume and pay, perform and discharge in accordance with their respective terms:

- (i) all Liabilities of Seller under the Assigned Contracts;
- (ii) all costs of transferring any Permits and Licenses assigned to Buyer, if any, and all Liabilities arising after the date of this Agreement with respect to any Permits and Licenses assigned to Buyer, if any, including filing and other fees related thereto;
- (iii) all real and personal property Taxes and assessments on the Purchased Assets that relate to the period from and after the date of this Agreement; and
- (iv) all Liabilities arising as a result of the ownership, operation or use of the Purchased Assets or the operation of the Business by Buyer from and after the date of this Agreement.

(b) **Retained Liabilities.** The Retained Liabilities will remain the sole responsibility of and shall be retained by Seller, and Buyer will assume no responsibility whatsoever for the Retained Liabilities. "Retained Liabilities" means all Liabilities of the Seller or the Business of any kind or nature, excepting only the Assumed Liabilities.

ARTICLE 3 PURCHASE PRICE AND PAYMENT

Section 3.1 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be \$400,000.00.

Section 3.2 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

(a) \$52,000.00 to Broker, which amount has previously been wired to Broker (the "Broker Deposit");

(b) \$311,703 to the Company, which amount has previously been wired to the Company (the "Company Deposit"); and

(c) The assumption of the Liabilities for \$36,297 in Customer Deposits (as defined in Schedule 2.1(f)).

Section 3.3 Allocation. The Purchase Price and the Assumed Liabilities (to the extent required by the Code) shall be allocated among the Purchased Assets at the Closing Date in accordance with the relative fair market value of the Purchased Assets at that time, to the extent relevant, and in a manner consistent with Section 1060 of the Code and the regulations thereunder, which allocation will be set out in a schedule to be agreed upon by Seller and Buyer prior to the Closing Date (the "Allocation"). If Seller and Buyer are unable to agree upon the Allocation by the Closing Date, the disputed items shall be resolved by an independent accounting firm selected by Seller and Buyer. Any subsequent adjustments to the Purchase Price

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

BEALL CORPORATION

By: James E. Beall
Name: James E. Beall
Title: President.

BUYER:

ALF ACQUISITIONS LLC

By: [Signature]
Name: ALFRED L FURLEY
Title: MANAGING PARTNER

SCHEDULE 2.1(j) TO ASSET PURCHASE AGREEMENT

TRADEMARKS

1. Trademarks
 - a. "Pioneer" under U.S. Reg. No. 3,964,867
 - b. "Truckweld" under U.S. Reg. No. 369,143
 - c. "PTW Pioneer Truckweld" under U.S. Reg. No. 3,969,145
 - d. "Pioneer Truckweld" under U.S. State—Washington No. 50360

2. All trademarks associated with the following names and design (name plate):
 - a. "PTW Pioneer Truckweld" under U.S. Reg. No. 3,969,144
 - b. "Truckweld" under U.S. Reg. No. 0,697,721

Schedule 2.1(j)