

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All States Ag Parts, Inc.		05/08/2018	Corporation: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASAP Consolidated, LLC		
<b>Street Address:</b>	E1140 State Road 170		
<b>City:</b>	Downing		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54734		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2542124	ALL STATES AG PARTS INC.	
<b>Registration Number:</b>	3629988	ALL STATES AG PARTS PARTS A.S.A.P.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7793.002		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	05/08/2018		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of May 8, 2018 is made by All States Ag Parts, Inc., a South Dakota corporation ("Assignor") in favor of ASAP Consolidated, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set out on Schedule A, attached hereto, together with the goodwill associated therewith (collectively, the "Registered Marks");

WHEREAS, Assignor, Assignee and the other parties thereto are parties to the Asset Purchase Agreement dated May 8, 2018 (the "APA");

WHEREAS, pursuant to the Restructuring (as defined in the APA), Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Registered Marks; and

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Registered Marks pertain and such business is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Assignment.** Assignor hereby transfers, conveys and assigns, to Assignee, all right, title and interest in, to and under the Registered Marks and all rights associated therewith, including, without limitation, all common law rights, in the United States and throughout the world (collectively, the "Trademark Rights"), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew the Registered Marks any other registrations included in the Trademark Rights, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademark Rights, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement or other violation relating to any of the foregoing.

**2. Recordation and Further Assurances.** This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entities. Assignor hereby authorizes Assignee, or its designee, to file this Assignment with the United States Patent and Trademark Office. Assignor agrees that at any time and from time to time, at Assignee's request and expense and without further consideration, Assignor shall promptly execute and deliver all further instruments of transfer, conveyance, assignment, consent and other documents, and take all further actions, that are reasonably requested by Assignee, to perfect, protect, convey legal title to the Registered Marks or more fully evidence Assignee's and its assignees' respective right, title and interest in, to and under the

Registered Marks, or to enable Assignee and/or such assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder.

3. **Representations and Warranties.** Assignor hereby represents, warrants and covenants to Assignee that (i) it has all rights necessary to enter into this Assignment, (ii) it has not executed and will not execute any agreement in conflict with this Assignment, and (iii) it has not transferred, conveyed, assigned, licensed, or granted any lien or security interest in or encumbrance on any right title or interest in or to the Registered Marks to any person or entity.

4. **APA.** This Assignment is subject in all respects to the terms and conditions of the APA, is intended to implement the provisions of the APA and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee under the APA. To the extent any provision of this instrument is inconsistent with the APA, the provisions of the APA shall control.


5. **Governing Law.** All questions concerning the construction, validity and interpretation of this Assignment (and Schedule A hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Agreement as of the date first written above.


ALL STATES AG PARTS, INC.,  
as Assignor

By: 

Date: May 8, 2018

[Signature Page to Trademark Assignment]

**SCHEDULE A**

Trademark	Country	Status	App/Reg. Number	App./Reg. Date	Registrant
ALL STATES AG PARTS INC.	United States	REGISTERED	2542124	26-FEB-2002	ALL STATES AG PARTS, INC.
ALL STATES AG PARTS PARTS A.S.A.P. 	United States	REGISTERED	3629988	02-JUN-2009	ALL STATES AG PARTS, INC.