

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deuer Developments, Inc.		08/24/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Tuf-Tug, Inc.		
Street Address:	7701 Forsyth Boulevard, Suite 100		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1596115	TUF-TUG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3144801500		
Email:	jenny.birmingham@huschblackwell.com		
Correspondent Name:	Dan Cohn		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	537243.1		
NAME OF SUBMITTER:	Dan Cohn		
SIGNATURE:	/Dan Cohn/		
DATE SIGNED:	08/31/2018		
Total Attachments: 9			
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ASSET PURCHASE AND CONTRIBUTION AGREEMENT

BY AND AMONG

TUF-TUG, INC., as Buyer

DEUER DEVELOPMENTS, INC., as Seller

AND

JOSEPH F. DEUER, the Shareholder

August 24, 2018

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

THIS ASSET PURCHASE AND CONTRIBUTION AGREEMENT (“**Agreement**”) is made as of August 24, 2018, by and among Tuf-Tug, Inc., a Delaware corporation (“**Buyer**”), Deuer Developments, Inc., d/b/a Tuf-Tug, p/k/a Ohio Hoist & Puller, Inc., an Ohio corporation (the “**Seller**”), and Joseph F. Deuer, in his individual capacity (the “**Shareholder**”).

RECITALS

[REDACTED]

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings specified or referred to in this Article 1:

[REDACTED]

“**Acquired Assets**” – as defined in Section 2.1.

[REDACTED]

[REDACTED]

[REDACTED]

“Assets” – as defined in Section 2.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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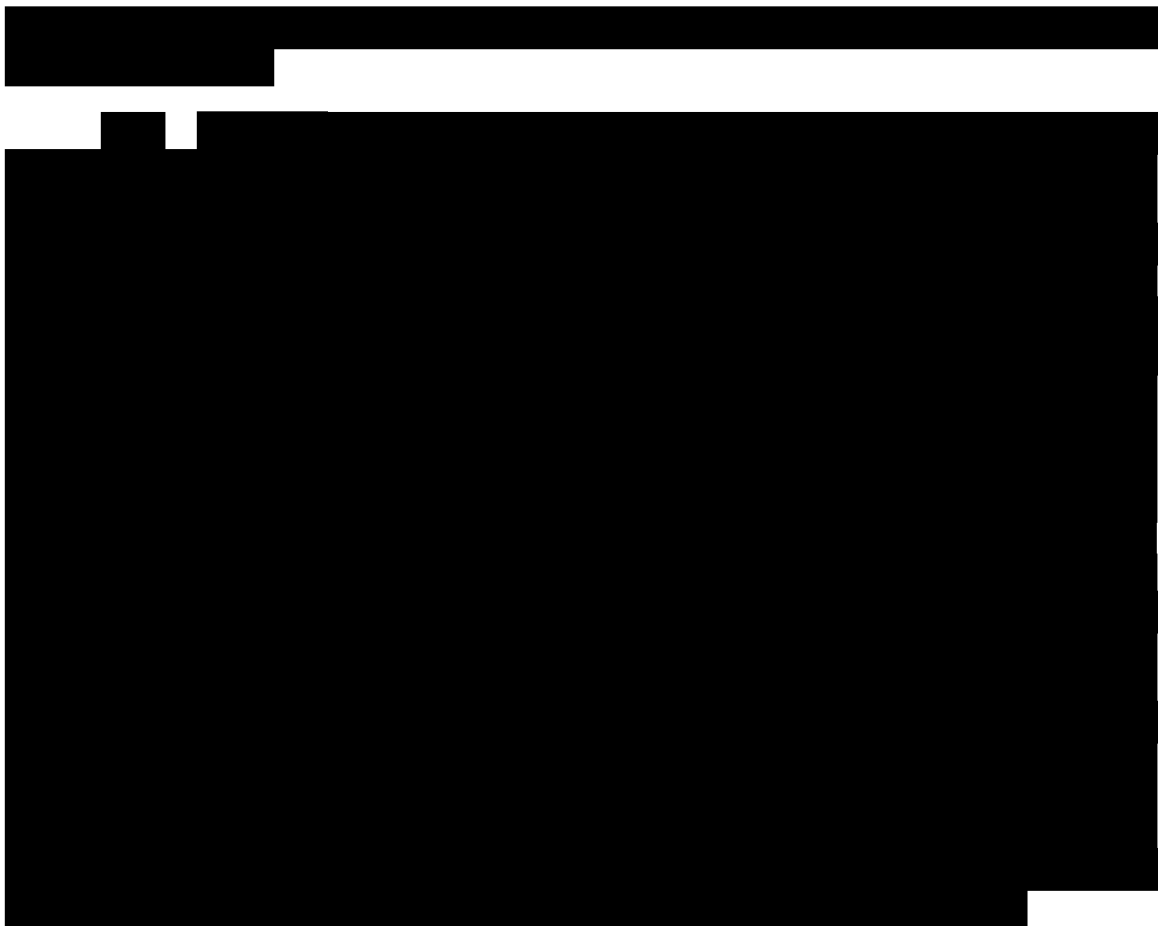
2. **CONTRIBUTION; PURCHASE AND SALE; CLOSING**

2.1. **SALE AND CONTRIBUTION OF ASSETS** . Upon the terms and subject to the conditions of this Agreement at the Closing, Seller shall: (i) sell, transfer, assign and deliver, to Buyer, free and clear of all Liens, including Permitted Liens, an undivided 81.23% interest in the Assets (such interest in the Assets is referred to herein as the “**Acquired Assets**”) and (ii) contribute the remaining 18.77% undivided interest in the Assets free and clear of all Liens, including Permitted Liens (such interest in the Assets is referred to herein as the “**Contributed Assets**”) to Buyer. The Acquired Assets and the Contributed Assets shall collectively be referred to herein as the “**Assets,**” which shall include all of the assets, properties, rights, licenses, Contracts and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, held or used by Seller, including all right title and interest of Seller, however limited in, to, and under the following (provided, however, that the Assets shall in no event include any Excluded Assets (as defined below)):

[REDACTED]

(d) all Intellectual Property Assets;

[REDACTED]



3.20. **INTELLECTUAL PROPERTY.**

(a) The term “**Intellectual Property Assets**” means all intellectual property of any type throughout the world owned or licensed (as licensor or licensee) by the Seller in which the Seller has a proprietary interest, including without limitation:

(i) all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications of Seller, excluding, for the avoidance of doubt, the “Deuer” name (collectively, “**Marks**”);



[REDACTED]

[REDACTED]

[REDACTED]

(b) Schedule 3.20 contains a complete and accurate list and summary description of all Patents, registered (or material unregistered) Marks, registered (or material unregistered) Copyrights and Net Names. All such Intellectual Property Assets are valid and enforceable. No Intellectual Property Assets have been abandoned, canceled or adjudicated invalid (excepting any expirations in the ordinary course), or are subject to any outstanding order, judgment or decree restricting its use or adversely affecting the Seller's rights thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties have executed and delivered this Asset Purchase and Contribution Agreement as of the date first written above.

BUYER:

Tuf-Tug, Inc.

By: 
Keith Harbison, President

SHAREHOLDER:

Joseph F. Deuer

SELLER:

Deuer Developments, Inc. d/b/a Tuf-Tug

By: _____
Joseph F. Deuer, President

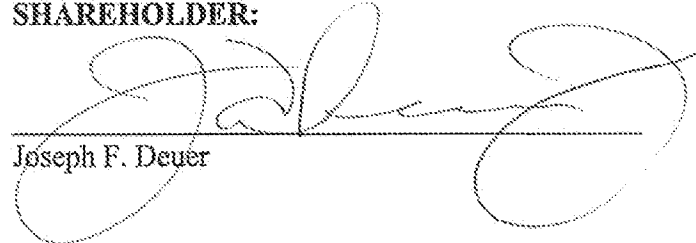
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BUYER:

Tuf-Tug, Inc.

By: _____
Keith Harbison, President

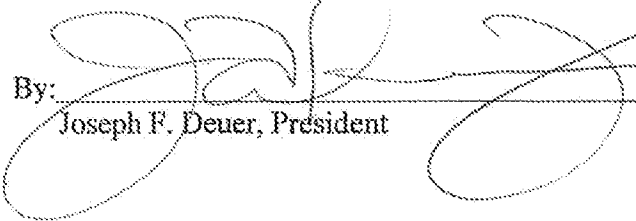
SHAREHOLDER:



Joseph F. Deuer

SELLER:

Deuer Developments, Inc. d/b/a Tuf-Tug

By: 

Joseph F. Deuer, President

