

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Legacy Equipment Corporation		10/01/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Legacy Equipment Company, LLC		
Street Address:	200 W. Madison St., Suite 2710		
Internal Address:	c/o Prospect Partners, LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85541314	LEGACY EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla A. Hines		
SIGNATURE:	/s/ Carla A. Hines		
DATE SIGNED:	11/02/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is effective as of October 1, 2018 and is between Legacy Equipment Company, a corporation organized under the laws of the State of Utah (the “**Assignor**”) and Legacy Equipment Company, LLC, a limited liability company organized under the laws of the State of Delaware (the “**Assignee**”).

WHEREAS, the Assignor is the owner of the United States Trademark Registrations set forth on Schedule A hereto, together with the common law rights to the trademarks identified therein, together with the goodwill of the business associated therewith (collectively referred to as the “**Marks**”); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of October 1, 2018, by and among Legacy Equipment Company, LLC, Legacy Equipment Company, Legacy Equipment Rental, LLC and John LeRoy (the “**Purchase Agreement**”), the Assignor has agreed to transfer, by causing Assignor to execute and deliver this Agreement, all of the Assignor’s right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire Assignor’s rights in the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns all of Assignor’s right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, and all registrations and pending applications for the Marks, any renewals of the registrations, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement, including but not limited to the governing law provisions and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

3. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

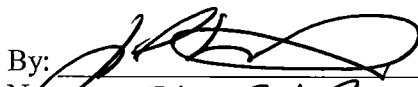
4. No provision of this Trademark Assignment may be amended or modified except by a written instrument signed by both of the parties hereto.

5. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

LEGACY EQUIPMENT COMPANY

By: 
Name: John P. Lelay
Title: PRESIDENT

ASSIGNEE:

LEGACY EQUIPMENT COMPANY, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

LEGACY EQUIPMENT COMPANY

By: _____

Name:

Title:

ASSIGNEE:

LEGACY EQUIPMENT COMPANY, LLC

By:  _____

Name: Brett P. Holcomb

Title: Secretary & Vice President

Schedule A

Trademark Registrations

Trademark	Serial Number	Registration Number	Registration Date
LEGACY EQUIPMENT	85541314	4,813,141	9/15/2015