

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519530

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <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> |
| Lodi Metals, Inc.   |  | 02/22/2019            | Corporation: OHIO  |
| Lodi Materials, Inc.  |  | 02/22/2019            | Corporation: OHIO  |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Shur-Co, LLC                                       |                       |                    |
| <b>Street Address:</b>  | 2309 Shur-Lok Street                               |                       |                    |
| <b>City:</b>  | Yankton  |                       |                    |
| <b>State/Country:</b>   | SOUTH DAKOTA                                       |                       |                    |
| <b>Postal Code:</b>   | 57078  |                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: SOUTH DAKOTA            |                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4534508  | TRUCKING DEPOT        |                    |
| <b>Registration Number:</b>   | 4640594  | TRUCKING DEPOT        |                    |
| <b>Registration Number:</b>   | 4557107  | VENOM                 |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  | 6129778650   |                       |                    |
| <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>   | 6129778400   |                       |                    |
| <b>Email:</b>   | ljoyce@briggs.com                                  |                       |                    |
| <b>Correspondent Name:</b>  | BRIGGS AND MORGAN, P.A.                            |                       |                    |
| <b>Address Line 1:</b>  | 80 South 8th Street                                |                       |                    |
| <b>Address Line 2:</b>  | 2200 IDS Center                                    |                       |                    |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402                       |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 43764.26   |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Audrey J. Babcock                                  |                       |                    |
| <b>SIGNATURE:</b>   | /Audrey J. Babcock/                                |                       |                    |
| <b>DATE SIGNED:</b>   | 04/17/2019   |                       |                    |
| <b>Total Attachments: 10</b>  |  |                       |                    |

CH \$90.00 4534508

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Lodi Metals, Inc., an Ohio corporation ("Lodi Metals"), and Lodi Materials, Inc., an Ohio corporation ("Lodi Materials" and collectively with Lodi Metals, "Assignors" and each individually, an "Assignor"), for good and valuable consideration paid by Shur-Co, LLC, a South Dakota limited liability company ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, each hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of such Assignor's right, title and interest in and to all Intellectual Property (as such term is defined in the Asset Purchase Agreement dated February \_\_, 2019 by and among Assignors, Assignee, the shareholders of Assignors and Michael C. Creighton and Machell L. Creighton (the "Asset Purchase Agreement")) of such Assignor, together with the goodwill associated with the use of such Intellectual Property in such Assignor's business. Intellectual Property shall include all rights in: all works of authorship (whether protected by a registered copyright right or not), all inventions (whether or not patentable and whether or not reduced to practice); all improvements thereto; all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, re-issues, and reexaminations thereof, all foreign and international applications and registrations claiming priority thereto, including all supporting documentation of any kind; all trade names, trademarks, service marks, logos, and trade dress, together with all translations, adaptations, derivations, and combinations thereof, and including all goodwill associated therewith (and all common law rights associated therewith); all copyrightable works; all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (as defined below); all Code (as defined below); all Documentation (as defined below) and all Software (as defined below), including, but not limited to, those assets listed on **Schedule 1** attached hereto. All other capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

As used herein, the following capitalized terms shall have the following definitions: "Know-How" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods, methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "Documentation" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; "Code" shall mean computer programming code, and shall include both Object Code and Source Code; "Object Code" shall mean the machine executable form of the Code; "Source Code" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "Software" shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to

the aforementioned rights, each Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and to hold the same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignors shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording or registration office where such recordings are properly made anywhere in the world.

Upon Assignee's request at any time and from time to time, each Assignor shall execute and deliver to Assignee such additional instruments as Assignee deems reasonably necessary to vest Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Each Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Assignee shall deem desirable. Assignors hereby acknowledge that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Assignors in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

**[This space intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, Assignors, intending to be legally bound, have caused this Assignment of Intellectual Property Assets to be executed as of the date first set forth above.

ASSIGNORS:

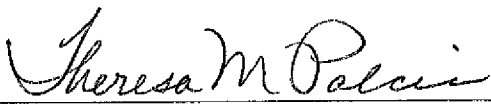
LODI METALS, INC.

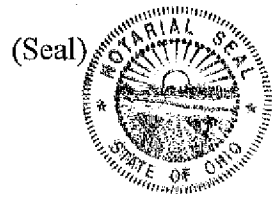
By   
Name: Michael C. Creighton  
Title: President

State of OHIO )  
                              ) ss.  
County of SUMMIT )

On February 22, 2019, before me, Theresa M. Palcic, Notary Public, personally appeared Michael C. Creighton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature



Theresa M. Palcic  
Resident Medina County  
Notary Public, State of Ohio  
My Commission Expires: 10/21/20

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS –  
LODI METALS, INC. ]

**LODI MATERIALS, INC.**

By Machell Creighton  
Name: Machell Creighton  
Title: President

State of OHIO )  
County of SUMMIT ) ss.

On February 22, 2019, before me, Theresa M. Palcio Notary Public, personally appeared Machell Creighton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Theresa M. Palcio  
Signature

(Seal)




Theresa M. Palcio  
Resident Medina County  
Notary Public, State of Ohio  
My Commission Expires: 10/21/2020

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS -  
LODI MATERIALS, INC.]

ACCEPTED this February 22, 2019.

ASSIGNEE:

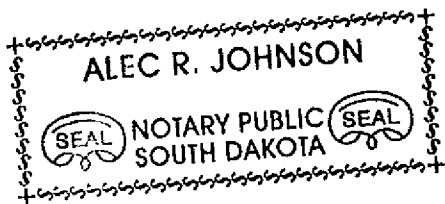
SHUR-CO, LLC

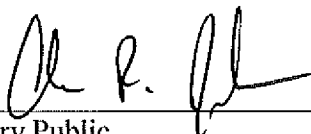
By   
Name: Terry Tennant  
Title: President & CEO

State of SD )  
 ) ss.  
County of Yankton )

On February 22, 2019, before me, Alec R. Johnson Notary Public, personally appeared Terry Tennant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public

[SIGNATURE PAGE TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

TRADEMARK  
REEL: 006621 FRAME: 0753

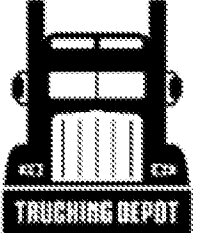
**SCHEDULE 1  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

(See Attached)



**Schedule 1**  
**Intellectual Property Registrations**  
**Intellectual Property Assets**

**Registered Trademarks:**

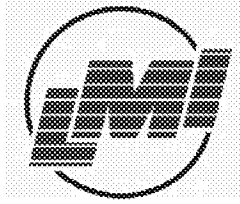
| Trademark  | Owner                | Country       | Filing Date      | Registration Number | Registration Date | Renewal Date      |
|--|----------------------|---------------|------------------|---------------------|-------------------|-------------------|
| Trucking Depot   | Lodi Materials, Inc. | United States | February 8, 2013 | 4,534,508           | May 20, 2014      | May 20, 2020      |
| Trucking Depot & Design<br> | Lodi Materials, Inc. | United States | April 3, 2014    | 4,640,594           | November 18, 2014 | November 18, 2020 |
| Venom  | Lodi Metals, Inc.    | United States | April 8, 2013    | 4,557,107           | June 24, 2014     | June 24, 2020     |

**Registered Tradenames:**

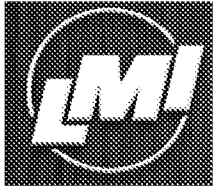
| Tradenname          | Owner                | Issuing Agency          | Filing Date        | Registration Number | Registration Date  | Expiration Date    |
|---------------------|----------------------|-------------------------|--------------------|---------------------|--------------------|--------------------|
| Mike's Classic Cars | Lodi Materials, Inc. | Ohio Secretary of State |                    |                     |                    |                    |
| Moving Blankets USA | Lodi Materials, Inc. | Ohio Secretary of State | September 17, 2014 | 2,328,207           | September 17, 2014 | September 17, 2019 |
| Ratchetstraps USA   | Lodi Materials, Inc. | Ohio Secretary of State | September 17, 2014 | 2,328,201           | September 17, 2014 | September 17, 2019 |
| Shipper's Supplies  | Lodi Materials, Inc. | Ohio Secretary of State | September 17, 2014 | 2,328,176           | September 17, 2014 | September 17, 2019 |
| Trucking Depot      | Lodi Materials, Inc. | Ohio Secretary of State | September 18, 2014 | 2,328,391           | September 18, 2014 | September 18, 2019 |

**Unregistered Trademarks:**

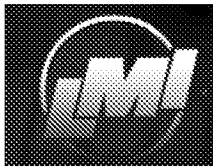
- 1) Lodi Metals
- 2) LMI



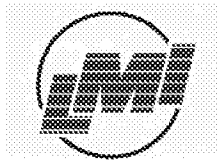
- 3) LMI Logo



- 4) LMI Logo



- 5) LMI Logo
- 6) LMI Lodi Metals Inc



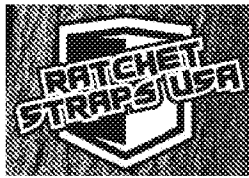
- 7) LMI Lodi Metals Inc Logo *Lodi Metals Inc*
- 8) Lodi Materials
- 9) Mike's Classic Cars
- 10) Moving Blankets USA
- 11) Moving Blankets USA Logo



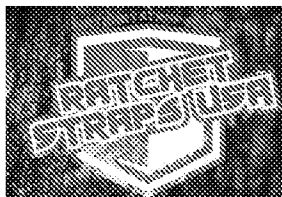
- 12) Moving Blankets USA Logo
- 13) Ratchet Straps USA



- 14) Ratchet Straps USA Logo



15) Ratchet Straps USA Logo



16) Ratchet Straps USA Logo

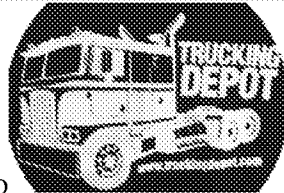
17) Shippers Supplies



18) Shippers Supplies Logo

19) Shippers Supplies The Cargo Control Experts

20) Shippers Supplies The Cargo Control Experts Logo



21) Trucking Depot Logo

### **Unregistered Copyrights:**

- 1) Website content of <https://www.lodimetals.com/>
- 2) Website content of <https://www.movingblankets.com/>
- 3) Website content of <https://www.ratchetstraps.com/>
- 4) Website content of <https://www.shipperssupplies.com/>
- 5) Website content of <https://www.truckingdepot.com/>
- 6) Advertising and promotional literature
- 7) YouTube Channel: LMI Lodi Metals, Inc (<https://www.youtube.com/user/LodiMetalsInc>)
- 8) YouTube Videos on LMI Lodi Metals, Inc YouTube Channel
- 9) YouTube Channel: Moving Blankets USA  
(<https://www.youtube.com/channel/UCNaOzqa0M3C-pNBCxYTljUg>) \*\*\* possibly 3<sup>rd</sup> party
- 10) YouTube Channel: Ratchet Straps USA  
(<https://www.youtube.com/channel/UCkSs8dldJmhKifPizx3JiGA>) and YouTube video  
([https://www.youtube.com/watch?time\\_continue=10&v=qW5zewV5X6c](https://www.youtube.com/watch?time_continue=10&v=qW5zewV5X6c))
- 11) YouTube Channel: Shippers Supplies (<https://www.youtube.com/user/ShippersSupplies>)
- 12) YouTube Videos on Shippers Supplies YouTube Channel

13) YouTube Channel: Trucking Depot (<https://www.youtube.com/user/truckingdepot>)

14) YouTube Videos on Trucking Depot YouTube Channel

**Domain Names:**

<https://www.lodimetals.com/>

<https://www.movingblankets.com/>

<http://www.movingblankets.info/>

<https://www.ratchetstraps.com/>

<https://www.shipperssupplies.com/>

<https://www.truckingdepot.com/>

**Social Media:**

<https://www.facebook.com/LodiMetals/>

<https://twitter.com/LodiMetalsInc>

<https://www.facebook.com/MovingBlanketsUSA/>

<https://www.facebook.com/RatchetStraps/>

<https://twitter.com/ratchetstrapsco>

<https://www.facebook.com/ShippersSupplies/>

<https://twitter.com/ShipprsSupplies>

<https://www.facebook.com/Trucking-Depot-145452495649928/>

<https://twitter.com/truckingdepot>