

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vancer Group, LLC		03/31/2019	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Soterran Group, LLC		
Street Address:	200 North Phillips Avenue		
Internal Address:	Suite 301		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57104		
Entity Type:	Limited Liability Company: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5391209	VANCER	
Registration Number:	5391213	VANCER	
Serial Number:	87816087	ENGINEERING BRILLIANCE	
Serial Number:	87816081	ENGINEERING BRILLIANCE	
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:	215.864.8209		
Email:	frankenfieldb@ballardspahr.com		
Correspondent Name:	Hara K. Jacobs, Ballard Spahr LLP		
Address Line 1:	1735 Market Street 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Beth Frankenfield		
SIGNATURE:	/Beth Frankenfield/		
DATE SIGNED:	06/05/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 31, 2019, by and between Vancer Group, LLC, a Nebraska limited liability company with an address of 11225 Davenport Street, Suite 108 Omaha, Nebraska 68154 ("Assignor"), and Soterran Group, LLC, a South Dakota limited liability company with an address of 200 North Phillips Avenue, Suite 301 Sioux Falls, SD 57104 ("Assignee"). In consideration of good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, transfers and sets over unto Assignee and Assignee's successors and assigns, all of Assignor's right, title and interest throughout the world in and to the trademarks listed on the attached Schedule A, including all stylizations and logos associated therewith, whether registered or unregistered, together with all national, foreign, state and common law rights, registrations or applications, renewals or extensions thereof or applications for such; all goodwill associated therewith, all copyright therein, all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the intellectual property; and to settle and retain proceeds from any such actions (the "Trademarks").
2. Trademarks shall be referred to herein as "Intellectual Property."
3. Assignor hereby irrevocably assigns to Assignee and Assignee's successors and assigns, all Assignor's agreements, grants, licenses or permissions relating to the Intellectual Property (collectively, "Licenses").
4. Assignor agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be reasonably necessary or advisable to more effectively transfer and assign to and vest in Assignee the Intellectual Property, all at the sole cost and expense of Assignee, including but not limited to, making all required filings with the United States Patent and Trademark, foreign equivalents and Registrars; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.
5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. The Schedules referenced herein and attached hereto are hereby incorporated into this Assignment and may be revised from time to time upon consent of Assignor, which shall not be unreasonably withheld.

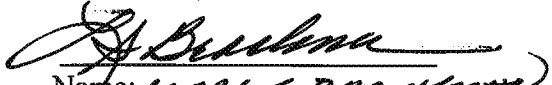
7. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.
8. All notices, demands, or other communications given under this Assignment shall be sent in writing to the other party.
9. Assignee hereby accepts the foregoing assignment and transfer of the Intellectual Property upon the terms and subject to the conditions contained herein.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly appointed and authorized officer as of the date above first written.



“Assignor”
Vancer Group, LLC


Name: RICHARD J SWANSON
Title: MANAGING MEMBER

“Assignee”
Soterran Group, LLC


Name: LOREL S BROCKMAN
Title: MANAGER

Schedule A
Federal Registrations

Mark	Class: Goods/Services	Registration Number
	37 Int.: Repair, servicing and maintenance of vehicles and apparatus for locomotion by rail	5391209
	40 Int.: Custom manufacture of structural parts for specialty rail cars	5391213

Schedule B
Federal Trademark Applications

Mark	Class: Goods/Services	Application Number
ENGINEERING BRILLIANCE	40: Custom manufacture of structural parts for specialty rail cars	87,816,087
ENGINEERING BRILLIANCE	37: Repair, servicing and maintenance of vehicles and apparatus for locomotion by rail	87/816,081