

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526910

<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>
Nebraska Machinery Company, LLC		03/31/2019	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Soterran Group, LLC		
<b>Street Address:</b>	200 North Phillips Avenue		
<b>Internal Address:</b>	Suite 301		
<b>City:</b>	Sioux Falls		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57104		
<b>Entity Type:</b>	Limited Liability Company: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3432119	NMC	
<b>Registration Number:</b>	3406159	NMC	
<b>Registration Number:</b>	3406161	NMC	
<b>Registration Number:</b>	3406151	NMC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	215.864.8209		
<b>Email:</b>	frankenfieldb@ballardspahr.com		
<b>Correspondent Name:</b>	Hara K. Jacobs, Ballard Spahr LLP		
<b>Address Line 1:</b>	1735 Market Street 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Beth Frankenfield		
<b>SIGNATURE:</b>	/Beth Frankenfield/		
<b>DATE SIGNED:</b>	06/07/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 31, 2019, by and between Nebraska Machinery Company, 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”  
Nebraska Machinery Company

  
Name: RICHARD J SWANSON

Title: CEO





“Assignee”  
Soterran Group, LLC

  
Name: JOREL S BROCKMAN

Title: MANAGER

Schedule A  
Trademarks

US Federal

Mark	Class: Goods/Services	Registration Number
	37 Int.: Maintenance and repair of construction equipment, concrete equipment, masonry equipment, painting equipment, pumping equipment, material handling equipment, power generation systems, agricultural equipment, and highway trucks; paintshop services; rental of construction equipment, concrete equipment, masonry equipment, painting equipment, power generation systems, highway trucks and accessories therefor, rental of pumping equipment, namely, submersible pumps, dewatering pumps, trash and diaphragm pumps and parts and accessories therefor, and material handling equipment, namely, lifts, parts and accessories therefor	3432119
	35 Int.: Retail store services in the field of construction equipment, concrete equipment, masonry equipment, painting equipment, pumping equipment, material handling equipment, power generation systems, agricultural equipment, and highway trucks; and replacement parts and accessories therefor	3406159
	41 Int.: Training in the use of construction equipment, concrete equipment, masonry equipment, painting equipment, pumping equipment, material handling equipment, power generation systems, and agricultural equipment	3406161
	44 Int.: Rental of agricultural equipment	3406151

International

Mark	Registration Number	Country
VANCER	24344501	China
VANCER	24344499	China

