

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mac Stripers, Inc.		05/13/2019	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Mark Rite Lines Equipment Company, Inc.		
Street Address:	5379 Southgate Drive		
City:	Billings		
State/Country:	MONTANA		
Postal Code:	59101		
Entity Type:	Corporation: MONTANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4986473	POWER MAC	
Registration Number:	4986474	SUPER MAC	
Registration Number:	4954130	MINI MAC	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	bassam.ibrahim@bjpc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	1032333-000043/44/45		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N. Ibrahim/		
DATE SIGNED:	06/18/2019		
Total Attachments: 4			
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OP \$90.00 4986473

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 13, 2019, is made by Mac Stripers, Inc., a dissolved Alabama corporation ("MS"), in favor of Mark Rite Lines Equipment Company, Inc., a Montana corporation ("MRL"), pursuant to that certain Asset Purchase Agreement dated as of April 3, 2015 (the "Purchase Agreement"), by and among MS, MRL and certain other parties thereto.

WHEREAS, MS and MRL previously consummated the transactions contemplated by the Purchase Agreement, pursuant to which MS agreed to sell, assign, transfer and convey to MRL, among other assets, certain trademarks of MS; and

WHEREAS, pursuant to the Purchase Agreement, MS is executing and delivering this Trademark Assignment with respect to the trademarks of MS that were to have been transferred to MRL pursuant to the Purchase Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MS hereby irrevocably sells, assigns, transfers, conveys and delivers to MRL, and MRL hereby accepts, all of MS's right, title, and interest in, to and under the following (the "Assigned IP"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

- (a) the trademarks set forth on Schedule 1 attached hereto (the "Trademarks");
- (b) all rights of any kind whatsoever of MS accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Trademarks; and
- (d) any and all claims and causes of action with respect to any of the Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. MS hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by MRL. Following the date hereof, MS shall take such steps and actions, and provide such cooperation and assistance to MRL and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to MRL, or any assignee or successor thereto.

3. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


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

[Signature Page Follows]

IN WITNESS WHEREOF, each party has duly executed and delivered this Trademark Assignment as of the date first above written.

MS:

MAC STRIPERS, INC.

By: 
Name: Forrest Marcato
Title: President

MRL:

MARK RITE LINES EQUIPMENT COMPANY,
INC.

By: 
Name: JAMES STELMAN
Title: PRESIDENT

Signature Page to Trademark Assignment

SCHEDULE 1

TRADEMARKS

Mark	Record Owner	Jurisdiction	Registration Number	Registration Date
Power Mac	Mac Stripers, Inc.	United States	4986473	June 28, 2016
Super Mac	Mac Stripers, Inc.	United States	4986474	June 28, 2016
Mini Mac	Mac Stripers, Inc.	United States	4954130	May 10, 2016