

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529150

<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>
Safety Products Engineering Group, Inc.		05/31/2019	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trench Plate Rental Co.		
<b>Street Address:</b>	17100 PIONEER BLVD.		
<b>City:</b>	ARTESIA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90701		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4667152	SHORE ORANGE	
<b>Registration Number:</b>	2897380	THE SHORING SOLUTION LIBRARY OF THE INTE	
<b>Registration Number:</b>	1955767	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	1908113	ULTRA SHORE	
<b>Registration Number:</b>	1957193	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	4912990	TRENCH SHORING SERVICES	
<b>Registration Number:</b>	2312388	CROCO-TILE	
<b>Registration Number:</b>	5473357	PLAYING IN THE DIRT SINCE 1972	
<b>Registration Number:</b>	5478998	PLAYING IN THE DIRT SINCE 1972	
<b>Registration Number:</b>	5549265	PILEBOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027471901		
<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>	213-620-1780		
<b>Email:</b>	STrader@sheppardmullin.com		
<b>Correspondent Name:</b>	SHEPPARD MULLIN RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	333 South Hope Street		
<b>Address Line 2:</b>	43RD FLOOR		

CH \$265.00 4667152

**Address Line 4:** LOS ANGELES, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 62SN-294501

**NAME OF SUBMITTER:** Susan Trader

**SIGNATURE:** /Susan Trader/

**DATE SIGNED:** 06/25/2019

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is entered into as of May 31, 2019, by and between Safety Products Engineering Group, Inc., a Colorado corporation, ("Assignor"), and Trench Plate Rental Co., a California corporation ("Assignee").

### RECITALS

A. Assignor is a party to that certain Asset Purchase Agreement, dated May 15, 2019 (the "Purchase Agreement"), by and among Assignee, on the one hand, and Trench Shoring Systems, Inc., a Colorado corporation, Assignor, Safety Corporation of America Inc., a Colorado corporation, Trench Shoring Services of Birmingham, Inc., an Alabama corporation, Trench Shoring Services of Jacksonville, Inc., a Florida corporation, Trench Shoring Services of Provo, Inc., a Utah corporation, Trench Shoring Services of North Atlanta, Inc., a Georgia corporation, Trench Shoring Services – Colorado, Inc., a Colorado corporation, Trench Shoring Services of Utah, Inc., a Utah corporation, Trench Shoring Services of New Mexico, Inc., a New Mexico corporation, Trench Shoring Services of Atlanta, Inc., a Georgia corporation, Trench Shoring Services of Florida, Inc., a Florida corporation, Trench Shoring Services of Pittsburgh, Inc., a Pennsylvania corporation, and Patricia Spencer, in her capacity as the representative of the Seller Representative, (collectively, "Sellers") on the other hand,

B. Of the Sellers, Assignor alone owns the trademarks, trademark applications, patents and patent applications, copyrights and copyright applications and other Intellectual Property set forth on Exhibit A, and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Intellectual Property Assets").

C. Assignor has agreed to assign the Intellectual Property Assets to Assignee, subject to the terms hereof. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee hereby accepts all of Assignor's entire right, title and interest in and to the Intellectual Property Assets, free and clear of all Liens whatsoever, together with all common law rights; trade name rights; rights of any kind whatsoever of Assignor accruing thereunder provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present or future infringements,

violations, misuses or misappropriations, breaches or defaults thereof and the goodwill associated with the Intellectual Property Assets.

2. Assignor's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Rights to Record. Assignor hereby grants Assignee powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to effect the assignment of Intellectual Property Assets hereunder in the name of Assignee. Assignor hereby authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other 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 Intellectual Property Assets to Assignee or any assignee or successor thereto.

4. No Further Use. Assignor hereby covenants and agrees that it shall cease and refrain from all use of all rights, title and interests assigned under Section 1 in all countries of the world as of the date hereof.

5. Conflicts and Inconsistencies. This Assignment is executed and delivered by Assignor pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).

7. Further Assurances. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto.

8. Successors and Assigns. Assignor may not assign any of its rights or obligations hereunder without the prior written consent of Assignee. Any assignment in violation of this provision will be void. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. All counterparts shall constitute one and the same instrument. Each party may execute this Assignment via a facsimile (or transmission of a PDF file) of a counterpart of this Assignment. In addition, facsimile or PDF signatures of authorized signatories of any party shall be valid and binding and delivery of a facsimile or PDF signature by any party shall constitute due execution and delivery of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

**ASSIGNOR**

Safety Products Engineering Group, Inc.

By: *Keith Lamberson*  
Name: Keith Lamberson  
Title: President

**ASSIGNEE**

Trench Plate Rental Co.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

**ASSIGNOR**

Safety Products Engineering Group, Inc.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

Trench Plate Rental Co.

By: \_\_\_\_\_ 

Name: Philip S. Mason

Title: President and Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Assets]

Exhibit A

Intellectual Property Assets

1. Patents:

Patent	Patent No.	Jurisdiction	Issuance Date
SHORING END SECTION ASSEMBLY	10145078	US	Nov 4, 2018
Lifting Apparatus (method claims)	10,214,393 B2	US	Feb. 26, 2019
Lifting Apparatus (apparatus claims)	9783393	US	Oct 10, 2017

2. Pending Patent Applications:

Patent Application	Application No.	Jurisdiction
TRENCH SHIELD WHEEL ASSEMBLY DEVOID OF A TRANSVERSE AXLE (provisional application, will expire naturally January 26, 2019)	62622316	US
TRENCH SHIELD WHEEL ASSEMBLY DEVOID OF A TRANSVERSE AXLE (nonprovisional application, claims priority to provisional application and will be examined by the US Patent Office in about 18-24 months)	16252577	US
SHORING END SECTION ASSEMBLY	16174041	US



3. Trademark Registrations

Trademark	Reg. No.	Jurisdiction	Issuance Date
SHORE ORANGE	4,667,152	US	1/6/15
THE SHORING SOLUTION LIBRARY OF INTERNET	2,897,380	US	Oct. 26, 2004
TRENCH SHORING SERVICES (CLASS 37 for "rental of trench shoring equipment, namely trench boxes and trench box carriages")  <u>TRENCH SHORING SERVICES</u>	1,955,767	US	Feb. 13, 1996
ULTRA SHORE	1,908,113	US	Aug. 1, 1995
TRENCH SHORING SERVICES (CLASS 41 for "education services, namely conducting classes, seminars and workshops in the field of excavation safety")  <u>TRENCH SHORING SERVICES</u>	1,957,193	US	Feb. 20, 1996
TRENCH SHORING SERVICES (WORD MARK)	4,912,990	US	Mar. 8, 2016
CROCO-TILE	2,312,388	US	Jan. 20, 2000
PLAYING IN THE DIRT SINCE 1972 (class 37 for "Rental of construction equipment; Rental of trench shoring and shielding equipment")	5,473,357	US	5/22/18
PLAYING IN THE DIRT SINCE 1972 (class 6 for "Steel plates and sheets; Construction elements made of metal, namely, shores")	5,478,998	US	5/29/18
PILEBOSS	5,549,265	US	8/28/18

4. Pending Trademark Applications: None.
5. Unregistered Trademarks:
  - a. Shor Productive
  - b. Shore Smart