

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark Rite Lines Equipment Company, Inc.		05/13/2019	Corporation: MONTANA
RECEIVING PARTY DATA			
Name:	MRL Holding Corporation		
Street Address:	1415 W. 22nd Street, Suite 1100		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: DELAWARE		
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:	3146673633		
<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:	3145526000		
Email:	idpocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	07/01/2019		
Total Attachments: 6			
source=Project Picasso - Intellectual Property Assignment#page1.tif			
source=Project Picasso - Intellectual Property Assignment#page2.tif			
source=Project Picasso - Intellectual Property Assignment#page3.tif			

CH \$90.00 4986473

source=Project Picasso - Intellectual Property Assignment#page4.tif

source=Project Picasso - Intellectual Property Assignment#page5.tif

source=Project Picasso - Intellectual Property Assignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of July 1, 2019, is made by Mark Rite Lines Equipment Company, Inc., a Montana corporation ("Seller"), in favor of MRL Holding Corporation, a Delaware corporation ("Buyer"), pursuant to that certain Asset Purchase Agreement dated as of May 13, 2019, as amended (the "Purchase Agreement"), by and among Buyer, Seller and certain other parties thereto.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright 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, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller'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) all (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with all registrations, applications and renewals for any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; and (g) semiconductor chips and mask works, in each case to the extent related to Seller's business being sold to Buyer pursuant to the Purchase Agreement, including, without limitation, the intellectual property of Seller set forth on Schedule 1 attached hereto;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing 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 foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this IP Assignment shall be subject to the provisions of Section 10.10 of the Purchase Agreement.

5. Counterparts. This IP 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 IP 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 IP Assignment.

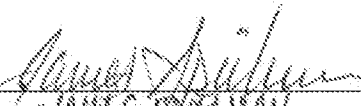
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

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

SELLER:

MARK RITE LINES EQUIPMENT COMPANY,
INC.

By: 
Name: JAMES SWELAM
Title: PRESIDENT

BUYER:

MRL HOLDING CORPORATION

By: _____
Name: Svetlana Vinokur
Title: Vice President and Treasurer

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

SELLER:

MARK RITE LINES EQUIPMENT COMPANY,
INC.

By: _____
Name: _____
Title: _____

BUYER:

MRL HOLDING CORPORATION

By:  _____
Name: Svetlana Vinokur
Title: Vice President and Treasurer

SCHEDULE 1

ASSIGNED IP

Patents: None.

Patent Applications:

Title	Inventor(s)	Applicant(s)	Jurisdiction	Application Number	Filing Date
THERMOPLASTIC PAINT MARKING SYSTEM AND METHOD	Jeffrey Arnold Wilkens, Timothy John Marthe, Jonathan Robert Gonitzke and James Peter Spielman	Epic Solutions, Inc. and Mark Rite Lines Equipment Company, Inc.	United States	15/894,578	February 12, 2018

Trademark Registrations:

Mark	Record Owner	Jurisdiction	Registration Number	Registration Date
Power Mac	Mark Rite Lines Equipment Company, Inc.	United States	4986473	June 28, 2016
Super Mac	Mark Rite Lines Equipment Company, Inc.	United States	4986474	June 28, 2016
Mini Mac	Mark Rite Lines Equipment Company, Inc.	United States	4954130	May 10, 2016
Mini Mac	Mark Rite Lines Equipment Company, Inc.	California	120383	October 14, 2015
Mini Mac	Mark Rite Lines Equipment Company, Inc.	Washington	58031	May 29, 2015
Mini Mac	Mark Rite Lines Equipment Company, Inc.	Oregon	45054	May 8, 2015
Mini Mac	Mark Rite Lines Equipment Company, Inc.	Montana	030793	March 23, 2015
Power Mac	Mark Rite Lines Equipment Company, Inc.	Montana	030794	March 23, 2015

Trademark Applications: None.

Copyright Registrations: None.

Copyright Applications: None.

Domain Names:

1. www.markritelines.com
2. www.mrlequipment.com
3. www.highmarktraffic.com
4. www.striperparts.com
5. www.macstripers.com