

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532168

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900501228		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UniGroup, C.A.		05/21/2019	Cooperative Association: MISSOURI
RECEIVING PARTY DATA			
Name:	RevGroup Holdings, LLC		
Street Address:	4220 Duncan Ave #200		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88302198	HANDLED.	
Serial Number:	88302192	HANDLED.	
Serial Number:	88300423	HANDLED.	
Serial Number:	88300279	HANDLED.	
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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	10737-181939		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jennifer a. visintine/		
DATE SIGNED:	07/17/2019		

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 27, 2019, is made by UniGroup, C.A., a Missouri cooperative association, located at One Premier Drive, Fenton, Missouri 63026 ("**Assignor**"), in favor of RevGroup Holdings, LLC, a Delaware limited liability company, located at 4220 Duncan Ave #200, St. Louis, MO 63110 ("**RevGroup**").

Background

- A. Assignor and RevGroup are parties to a Contribution Agreement dated April 26, 2019 (the "**Contribution Agreement**").
- B. Under the terms of the Contribution Agreement, Assignor assigned, transferred, and delivered to RevGroup (i) certain of Assignor's assets, including the trademarks and trademark applications set forth on Schedule 1 (the "**Assigned Trademarks**"), and (ii) that portion of the business of Assignor to which the Assigned Trademarks pertain.
- C. Assignor has agreed to confirm that assignment and transfer and execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor irrevocably assigns and transfers to RevGroup, and RevGroup hereby accepts, all of Assignor's right, title, and interest in and to the following, effective as of April 26, 2019:
 - (a) the Assigned Trademarks and all registrations for and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignor accruing in the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all claims and causes of action with respect to the Assigned Trademarks, whether accruing before, on, or after the date of this Trademark Assignment, including all rights to and claims for damages 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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record this Trademark Assignment upon request by RevGroup.
3. Terms of the Contribution Agreement. The parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and RevGroup with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be

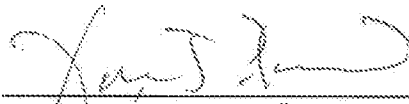
superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms this Trademark Assignment, the terms of the Contribution Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in as many counterparts as there are parties to the Trademark Assignment (including by facsimile or other electronic transmission), all of which counterparts shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

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

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

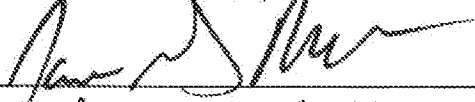
UNIGROUP, C.A.

By 
Name: Valerie J. Pacer
Title: Vice President + Chief Counsel

Address for Notices:
One Premier Drive
Fenton, MO 63026

AGREED TO AND ACCEPTED:

REVGROUP HOLDINGS, LLC

By 
Name: James McBlitt
Title: CTO

Address for Notices:
4220 Duncan Ave #200
St. Louis, MO 63110

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
HANDLED. (stylized)	US	ITU	88302198	02/14/2019
HANDLED. (stylized)	US	ITU	88302192	02/14/2019
HANDLED.	US	ITU	88300423	02/13/2019
HANDLED.	US	ITU	88300279	02/13/2019