

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535638

<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>
Daws Marketing, Inc.		03/22/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Werner Co.		
<b>Street Address:</b>	93 Werner Road		
<b>City:</b>	Greenville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16125		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2177951	GRIP RITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	32063-36		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		
<b>SIGNATURE:</b>	/Duncan H. Poirier/		
<b>DATE SIGNED:</b>	08/07/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 22, 2019 (this “**Trademark Assignment**”), is entered into by and between Daws Marketing, Inc., a Florida corporation with a principal place of business at 8811 Grow Drive, Pensacola, Florida 32514 (the “**Assignor**”), and Werner Co., a Delaware corporation with a principal place of business at 93 Werner Road, Greenville, Pennsylvania 16125 (the “**Assignee**”).

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademark set forth in the attached Schedule A (the “**Purchased Mark**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s right, title, and interest in and to the Purchased Mark;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”), pursuant to which the Assignee is acquiring various assets of Assignor, including the Purchased Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby assigns, transfers, and conveys to the Assignee the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Purchased Mark, together with all the associated goodwill of its business symbolized by the Purchased Mark, and all applications and registrations of the Purchased Mark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Mark, including infringement of the Purchased Mark, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

The recitals set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

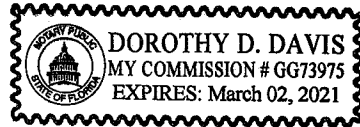
ASSIGNOR: DAW'S MARKETING, INC.

By: H. Clinton Daws  
Name: H. Clinton Daws  
Title: President

STATE OF FL )  
) SS:  
COUNTY OF Escambia )

On this 26<sup>th</sup> day of March, 2019 before me appeared H. Clinton Daws, known to me to be President of Daws Marketing, Inc. who acknowledged that he/she signed this instrument as a free act on behalf of Daws Marketing, Inc.

Dorothy D Davis  
Notary Public:  
My commission expires: March 02, 2021



[Trademark Assignment (Marketing)]

ASSIGNEE: WERNER CO.

By: Geoffrey R. Hartenstein

Name: Geoffrey R. Hartenstein

Title: Executive Vice President, Secretary and General Counsel

STATE OF )  
 ) SS:  
COUNTY OF )

On this 22<sup>nd</sup> day of March, 2019 before me appeared Geoffrey R. Hartenstein, known to me to be the Executive Vice President, Secretary and General Counsel of Werner Co. who acknowledged that he/she signed this instrument as a free act on behalf of Werner Co.

Paula A. Larsen

Notary Public: Paula A. LARSEN

My commission expires: August 10, 2019

Commonwealth of Pennsylvania - Notary Seal  
Paula A. Larsen, Notary Public  
Mercer County  
My commission expires August 10, 2022  
Commission number 1092380  
Member, Pennsylvania Association of Notaries

[Trademark Assignment (Marketing)]

**SCHEDULE A**  
**Purchased Mark**

<i>Trademark</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
GRIP RITE	75221747	1/6/1997	2177951	8/4/1998