

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ariens Specialty Brands LLC		08/16/2018	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Zip's Truck Equipment, Inc.		
Street Address:	316 W. Milwaukee St.		
City:	New Hampton		
State/Country:	IOWA		
Postal Code:	50659		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4599511	AW DIRECT	
Registration Number:	1651819	AW DIRECT	
CORRESPONDENCE DATA			
Fax Number:	5152881338		
<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:	515-288-3667		
Email:	patatty@ipmvs.com		
Correspondent Name:	Mark D. Hansing		
Address Line 1:	801 Grand Avenue, Suite 3200		
Address Line 2:	McKee, Voorhees & Sease, P.L.C.		
Address Line 4:	Des Moines, IOWA 50309-2721		
NAME OF SUBMITTER:	Mark D. Hansing		
SIGNATURE:	/mark d. hansing/		
DATE SIGNED:	08/16/2019		
Total Attachments: 5			
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PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS PATENT, TRADEMARK AND DOMAIN NAME ASSIGNMENT (the "Assignment") is made and shall be effective as of the 16th day of August, 2018 (the "Effective Date"), by and between ZIP'S TRUCK EQUIPMENT, INC., an Iowa corporation ("Assignee"), and ARIENS SPECIALTY BRANDS LLC, a Wisconsin limited liability company ("Assignor").

RECITALS

WHEREAS, Assignee has agreed to purchase and assume, and Assignor has agreed to sell and assign the (i) patents and patent applications identified in Exhibit A attached hereto (collectively referred to as the "Assigned Patents"), (ii) trademark registrations and trademark registration applications identified in Exhibit B attached hereto, including the goodwill associated with the same (collectively the "Assigned Trademarks"), (iii) domain name registrations identified in Exhibit C attached hereto (collectively the "Assigned Domain Names"); and (iv) copyright registrations and copyright registration applications identified in Exhibit D attached hereto (collectively the "Assigned Copyrights");

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of June 18, 2018 (the "Purchase Agreement"), by and among Assignee and Assignor, Assignee shall acquire all of Assignor's rights throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the (i) Assigned Patents, (ii) Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, (iii) the Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are used and which is symbolized by the Assigned Domain Name, and (iv) Assigned Copyrights.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all of its right, title, and interest in and to the (i) Assigned Patents, all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, (ii) Assigned Trademarks, the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, (iii) Assigned Domain Names, together with the goodwill of the business in connection with which the Assigned Domain Names are used and which is symbolized by the Assigned Domain Names and (iv) Assigned Copyrights, including the right to collect damages for all past and future infringements thereof, effective as of the date of the creation of the Assigned Copyrights, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuation the assignment of the Assigned Patents, Assigned Trademarks, Assigned Domain Names, and Assigned Copyrights by Assignor to Assignee.

This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. This Agreement is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit, expand, enlarge or qualify any provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[Signatures follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Patent, Trademark and Domain Name Assignment as of the date first above written.

ASSIGNOR:

ARIENS SPECIALTY BRANDS LLC



Name: Mark Olsen

Title: Chief Financial Officer & Treasurer

ASSIGNEE:

ZIP'S TRUCK EQUIPMENT, INC.



Name: Paul Rottinghaus

Title: President

(Signature page to Patent, Trademark and Domain Name Assignment)

TRADEMARK
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ASSIGNOR:

ARIENS SPECIALTY BRANDS LLC

Name: Mark Olsen
Title: Chief Financial Officer & Treasurer

ASSIGNEE:

ZIP'S TRUCK EQUIPMENT, INC.


Name: Paul Rottinghaus
Title: President

(Signature page to Patent, Trademark and Domain Name Assignment)

TRADEMARK
REEL: 006722 FRAME: 0302

EXHIBIT B

Assigned Trademarks

Mark	Country	Application Number	Registration Number	Registration Date
ANSWERING THE CALL	United States of America	87/334,834		
AW DIRECT	United States of America	85/556737	4599511	9/9/2014
AW DIRECT & DESIGN	United States of America	74/063558	1651819	7/23/1991
AW DIRECT	Wisconsin			01/14/2015