

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bri-Mar Manufacturing, LLC		10/13/2013	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BWISE Manufacturing, LLC		
Street Address:	950 I-30 East		
City:	Mt. Pleasant		
State/Country:	TEXAS		
Postal Code:	75455		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2366514	BRI-MAR TRAILERS	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913-647-9050		
Email:	tmdocketing.herman@hoveywilliams.com		
Correspondent Name:	Joan O. Herman / HOVEY WILLIAMS LLP		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	52708; 7688.00001		
NAME OF SUBMITTER:	Joan Optican Herman		
SIGNATURE:	/Joan Optican Herman/		
DATE SIGNED:	08/22/2019		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is entered into on October 10, 2013, by and between Bri-Mar Manufacturing, LLC, a Delaware limited liability company ("Assignor"), and BWISE Manufacturing, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignor, as seller, Assignee, as buyer, and Brian E. Wise, as a member of Assignor and the sole member of Assignee, have entered into that certain Asset Purchase Agreement, dated October 10, 2013 (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, pursuant to Section 2.1.3 of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest as of the Closing Date in and to all Seller IP.

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

1. **Assignment of Seller IP Rights.** Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's rights and interests as of the Closing Date in and to all Seller IP (other than Excluded Assets comprising Seller IP Rights, if any), including, without limitation, the Trademarks set forth in Exhibit A, the Domain Names set forth in Exhibit B, and all goodwill of the business symbolized by or associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. **Further Assurances.** From time to time after the date hereof and without further consideration, Assignor, upon the request of Assignee and at Assignee's cost for Assignor's out-of-pocket expenses, shall execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to effect the terms of this Assignment, including, without limitation, all documents necessary to record in the name of Assignee any trademarks, copyrights, or patents included in the Seller IP with the United States Patent and Trademark Office, the United States Copyright Office, appropriate domain name registrars, and any other appropriate foreign or international office, registrar, or other Governmental Body.

3. **Purchase Agreement.** Assignee acknowledges that Assignor makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement. The representations, warranties and covenants of the parties hereto and the terms and conditions set forth in the Purchase Agreement will survive the execution and delivery of this Assignment and will not be merged herein or integrated herewith.

3. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. **Applicable 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 laws of thereof that could mandate the application of the laws of any other jurisdiction, and the obligations, rights and remedies of the parties under this Assignment of Intellectual Property shall be determined in accordance with such law.

5. **Amendment.** This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.

6. **Counterparts.** This Assignment may be executed manually or by facsimile by Assignor and Assignee, each of which shall be deemed an original, but which together shall constitute a single instrument and shall become effective when one or more counterparts have been signed by each of Assignor and Assignee and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Intellectual Property to be executed as of the day and year first above written.

ASSIGNOR:

BRI-MAR MANUFACTURING, LLC

By: Andrew N. Ford

Name: Andrew N. Ford

Title: Executive Vice President

ASSIGNEE:

BWISE MANUFACTURING, LLC

By: Brian E. Wise

Name: Brian E. Wise

Title: Sole Member

EXHIBIT A
TRADEMARKS



Bri-Mar trademark

EXHIBIT B
DOMAIN NAMES

www.bri-mar.com

www.leaderintrailers.com

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