

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM556130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Resources, LLC d/b/a Royal Truck Body		09/09/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spartan Motors USA, Inc.		
Street Address:	1541 Reynolds Road		
City:	Charlotte		
State/Country:	MICHIGAN		
Postal Code:	48813		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3339688		
Serial Number:	78447037		
Registration Number:	3022984	R	
Serial Number:	75766237	SUMMIT	
Registration Number:	2383904	ROYAL SPORT TRUCK BODY	
Registration Number:	2312522	ROYAL SPORT UTILITY BODY	
Registration Number:	2140117	ROYAL	
Serial Number:	73688195	ROYAL TRUCK BODY	
CORRESPONDENCE DATA			
Fax Number:	8156545770		
<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:	8156335300		
Email:	rockmail@reinhardtllaw.com		
Correspondent Name:	Reinhart Boerner Van Deuren		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
NAME OF SUBMITTER:	Timothy P. Naill		
SIGNATURE:	/Timothy P. Naill/		

CH \$215.00 3339688

DATE SIGNED:	01/06/2020
Total Attachments: 3 source=507487-Trademarks#page1.tif source=507487-Trademarks#page2.tif source=507487-Trademarks#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of September 9, 2019 (the "Effective Date"), by and between FORTRESS RESOURCES, LLC, d/b/a ROYAL TRUCK BODY, a California Corporation (the "Assignor") and SPARTAN MOTORS USA, INC., a Michigan Corporation (the "Assignee").

RECITALS

A. Assignor is the owner of the certain Trademarks and/or Trademarks (referred to as "the Trademarks".)

B. Pursuant to a Purchase Agreement executed by Assignor and Assignee on September 9, 2019, selling, transferring, assigning, and conveying certain assets of Assignor to Assignee, Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. The term "Assigned Trademarks" shall mean all trademark registrations, trademark applications, and common law trademarks and logos of Assignor listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of this Assignment. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

4. Governing Law. This Assignment shall be governed by the laws of the state of Michigan and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of

which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

ASSIGNEE:

FORTRESS RESOURCES, LLC
d/b/a ROYAL TRUCK BODY


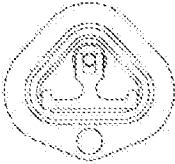

SPARTAN MOTORS USA, INC.

By: 
Name: Ryan Roney
Title: Secretary

By: 
Name: Ryan Roney
Title: Secretary

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

Citation	Image	Application/ Registration Number	Goods and Services	Owner Name
Design Only		App 78901165 Reg 3339688	INT. CL. 12 UTILITY TRUCK BODIES WHICH ARE COMPONENTS OF TRUCKS	FORTRESS RESOURCES, LLC
Design Only		App 78447037	INT. CL. 12 UTILITY TRUCK BODIES	FORTRESS RESOURCES, LLC
R		App 78339735 Reg 3022984	INT. CL. 12 TRUCK BODIES FOR ON ROAD VEHICLES	FORTRESS RESOURCES, LLC
SUMMIT		App 75766237	INT. CL. 12 TRUCK BODIES ATTACHABLE TO THE CABS OF LIGHT DUTY ON-ROAD VEHICLES UNDER 10,000 GVWR	FORTRESS RESOURCES, LLC
ROYAL SPORT TRUCK BODY		App 75518846 Reg 2383904	INT. CL. 12 TRUCK BODY	FORTRESS RESOURCES, LLC
ROYAL SPORT UTILITY BODY		App 75481474 Reg 2312522	INT. CL. 12 TRUCK BODIES FOR ON ROAD VEHICLES	FORTRESS RESOURCES, LLC
ROYAL		App 75125758 Reg 2140117	INT. CL. 12 TRUCK BODIES FOR ON ROAD VEHICLES	FORTRESS RESOURCES, LLC
ROYAL TRUCK BODY		App 73688195	INT. CL. 12 USE ON CUSTOM AND STANDARD TRUCK BODIES, UTILITY BODIES, AND TOOL BOXES	FORTRESS RESOURCES, LLC