

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557490

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| TEREX USA, LLC  |  | 04/24/2019            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | LOAD KING, LLC                                     |                       |  |
| <b>Street Address:</b>  | 7701 Independence Avenue                           |                       |  |
| <b>City:</b>  | Kansas City  |                       |  |
| <b>State/Country:</b>   | MISSOURI   |                       |  |
| <b>Postal Code:</b>   | 64125  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: MICHIGAN                |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 88299878   | STINGER               |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 8169838080   |                       |  |
| <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>Email:</b>   | PTO-KC@huschblackwell.com                          |                       |  |
| <b>Correspondent Name:</b>  | Husch Blackwell LLP                                |                       |  |
| <b>Address Line 1:</b>  | 4801 Main Street, Suite 1000                       |                       |  |
| <b>Address Line 4:</b>  | Kansas City, MISSOURI 64112                        |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 539418.10001                                       |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Max Ellenbecker                                    |                       |  |
| <b>SIGNATURE:</b>   | /max ellenbecker/                                  |                       |  |
| <b>DATE SIGNED:</b>   | 01/14/2020   |                       |  |
| <b>Total Attachments: 6</b>   |  |                       |  |
| source=Load King-Terex IP Assignment Agreement (executed)#page1.tif   |  |                       |  |
| source=Load King-Terex IP Assignment Agreement (executed)#page2.tif   |  |                       |  |
| source=Load King-Terex IP Assignment Agreement (executed)#page3.tif   |  |                       |  |
| source=Load King-Terex IP Assignment Agreement (executed)#page4.tif   |  |                       |  |
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CH \$40.00 88299878



## **REGISTERED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“Registered IP Assignment”) is made effective as of April 24, 2019 (the “Effective Date”) by and between TEREX USA, LLC, a Delaware limited liability company (“Assignor”), and LOAD KING, LLC, a Michigan limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement effective as of April 24, 2019 (“APA”), pursuant to which all of Assignor’s right, title and interest in the Acquired Assets (as such term is defined in the APA), including the trademark specified on Exhibit A hereto and all goodwill associated therewith (the “Trademark”) and the patents specified on Exhibit B hereto (the “Patents”) (collectively, the “Registered Intellectual Property”), were sold, transferred and delivered to Assignee (among other assets);

WHEREAS, Assignor is the owner of all right, title and interest in and to the Registered Intellectual Property;

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business of Assignor to which any Trademark that is the subject of an application for registration under Trademark Act Section 1(b), 15 U.S.C. Section 1051(b) pertains.

WHEREAS, Assignor and Assignee now wish to confirm the transfer of the Registered Intellectual Property from Assignor to Assignee; and

WHEREAS, capitalized terms used but not defined in this IP Assignment shall have the respective meanings ascribed to such terms in the APA.

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

1. Trademark. Assignor hereby sells, transfers and delivers to Assignee, and confirms its sale, transfer and delivery to Assignee of, all of Assignor’s right, title and interest in the Trademark, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Trademark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

2. Patents. Assignor hereby sells, transfers and delivers to Assignee, and confirms its sale, transfer and delivery to Assignee of, all of Assignor’s right, title and interest in the Patents, including all inventions and discoveries disclosed therein or encompassed thereby, all provisional and nonprovisional applications relating to the Patents or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.

3. Further Assurances. Subject to the terms and conditions of the APA, Assignor and Assignee shall use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable legal requirements, to consummate and make effective the transaction contemplated by this Registered IP Assignment. If at any time any further action is necessary or desirable to carry out the purposes of this Registered IP Assignment, Assignor and Assignee shall take or cause to be taken all such necessary or convenient actions and execute,

and deliver and file, or cause to be executed, delivered and filed, at the expense of the party requesting same, all necessary or convenient documentation.

4. Provision of Requested Information. Assignor agrees that it shall, upon reasonable request and at the expense of Assignee or Assignee's respective successors or assigns or a legal representative thereof, supply all information and evidence of which Assignor has knowledge, control and possession, relating to the Registered Intellectual Property (and the business identified by the Registered Intellectual Property), and to testify in any legal proceeding relating thereto.

5. Attorney In Fact. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take (at the expense of Assignee) any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary in order to vest the aforesaid Registered Intellectual Property, and causes of action arising therefrom or relating thereto more effectively in Assignee, or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Registered Intellectual Property that accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

6. Counterparts. This Registered IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Electronic signatures shall be deemed original. This Registered IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. This Registered IP Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Registered IP Assignment effective as of the date first above written.

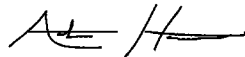
**ASSIGNOR:  
TEREX USA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:  
LOAD KING, LLC**


By:  \_\_\_\_\_

Name: Adam Haubenreich

Title: Vice President and General Counsel

IN WITNESS WHEREOF, the parties have executed this Registered IP Assignment effective as of the date first above written.

**ASSIGNOR:  
TEREX USA, LLC**

By: 

Name: Scott J. Posner

Title: Sr. Vice President

**ASSIGNEE:  
LOAD KING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**Trademark**

| <b>Trademark</b> | <b>App. Serial No.</b> | <b>Class</b>       | <b>Filing Date</b> | <b>Applicant</b> |
|------------------|------------------------|--------------------|--------------------|------------------|
| STINGER          | 88/299,878             | 007: Mobile cranes | February 13, 2019  | Terex USA, LLC   |

**Exhibit B**

**Patents**

| <b>Title</b>  | <b>Country</b> | <b>Application No.</b> | <b>Patent No.</b> | <b>Date Filed</b> | <b>Applicant</b> |
|---|----------------|------------------------|-------------------|-------------------|------------------|
| BOOM TRUCK WITH<br>SPLAYED FORWARD<br>FRONT STABILIZERS | USA            | 13306638               | 9598268B2         | November 29, 2011 | Terex USA, LLC   |
| BOOM TRUCK WITH<br>SPLAYED FORWARD<br>FRONT STABILIZERS | Canada         | 2759620                | 2759620           | November 29, 2011 | Terex USA, LLC   |