

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564970

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900535083

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXISS SOONER, LLC		12/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EXISS SOONER TRAILER MANUFACTURING, LLC
Street Address:	900 East Trail Blvd
City:	El Reno
State/Country:	OKLAHOMA
Postal Code:	73036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1736416	SOONER
Registration Number:	2003036	EXISS
Registration Number:	2282862	XS EXISS ALUMINUM TRAILERS
Registration Number:	2323852	
Registration Number:	2444011	EVENT
Registration Number:	3001197	EXISS
Registration Number:	5277558	EXHIBITOR
Registration Number:	5776726	SOONER SELECT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7045521889
 Email: jjs@schwartz-iplaw.com
 Correspondent Name: Jeffrey J. Schwartz
 Address Line 1: 6100 Fairview Road, Suite 1135
 Address Line 4: Charlotte, NORTH CAROLINA 28210

ATTORNEY DOCKET NUMBER: 1217/M

NAME OF SUBMITTER:	Jeffrey J. Schwartz
SIGNATURE:	/jjs/
DATE SIGNED:	03/03/2020
Total Attachments: 5 source=Trademark Assignment - Exiss (Executed) (00203201xDAAF3)#page1.tif source=Trademark Assignment - Exiss (Executed) (00203201xDAAF3)#page2.tif source=Trademark Assignment - Exiss (Executed) (00203201xDAAF3)#page3.tif source=Trademark Assignment - Exiss (Executed) (00203201xDAAF3)#page4.tif source=Trademark Assignment - Exiss (Executed) (00203201xDAAF3)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of December 31, 2019, by and among Featherlite, Inc., a Minnesota corporation ("Featherlite"), Exiss Sooner, LLC, a Delaware limited liability company ("ES"), Sooner Trailer Manufacturing Company, LLC, a Delaware limited liability company ("STMC"), Universal Freight Express LLC, a Delaware limited liability company ("UFE"), Universal Trailer Corporation, a Delaware corporation ("UTC"), and Universal Trailer Holdings Corp., a Delaware corporation ("UT Holdings" and, collectively with Featherlite, ES, STMC, UFE, and UTC "Assignors"), and Exiss Sooner Trailer Manufacturing, LLC, a Delaware limited liability corporation ("Assignee").

In accordance with the Asset Purchase Agreement dated of even date herewith by and among Assignors and Assignees (the "Asset Purchase Agreement"), Assignors agree to transfer, convey, and assign the trademarks set forth on Exhibit A (together with all applications, registrations and goodwill thereof, collectively, the "Trademarks") to Assignee. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment.

- a. Assignment of Trademarks. Assignors hereby transfer, convey and assign to Assignee all of Assignors' rights, title, and interests in and to the Trademarks free and clear of all Liens.
- b. Cooperation in Transferring Trademark. Assignors agree to cooperate with Assignee and to follow Assignee's reasonable instructions to effectuate the transfer of the Trademarks, and/or to correspond, as necessary, to authorize the transfer of the Trademarks with the United States Patent and Trademark Office.

2. Miscellaneous.

- a. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- b. Counterparts. This Assignment may be executed in one or more counterparts, each bearing the signatures of one or more parties. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Assignment, a document signed and transmitted by electronic means (such as in PDF format via e-mail or via facsimile machine) is to be treated as an original document.

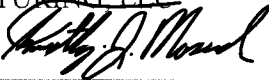
- c. Governing Law; Jurisdiction; Waiver of Jury Trial. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance. The provisions set forth in Section 10.12 (*Jurisdiction; Court Proceedings; Waiver of Jury Trial*) of the Asset Purchase Agreement shall be deemed incorporated into, and made a part of, this Assignment, *mutatis mutandis*, and apply equally to any Litigation or other claims hereunder. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- d. Governing Documents. The rights and obligations of the parties are set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Asset Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative, all as of the date first set forth above.

ASSIGNEE:

EXISS SOONER TRAILER
MANUFACTURING, LLC

By: 
Name: _____
Title: Timothy J. Masud
Manager

ASSIGNOR:

FEATHERLITE, INC.

By: _____
Name: Gary DiCamillo
Title: President & CEO

EXISS SOONER, LLC

By: _____
Name: Gary DiCamillo
Title: President & CEO

SOONER TRAILER MANUFACTURING
COMPANY, LLC

By: _____
Name: Gary DiCamillo
Title: President & CEO

UNIVERSAL FREIGHT EXPRESS LLC

By: _____
Name: Gary DiCamillo
Title: President & CEO

UNIVERSAL TRAILER CORPORATION

By: _____
Name: Gary DiCamillo
Title: President & CEO

UNIVERSAL TRAILER HOLDINGS CORP.

By: _____
Name: Gary DiCamillo
Title: President & CEO

[Signature Page to Exiss Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized representative, all as of the date first set forth above.

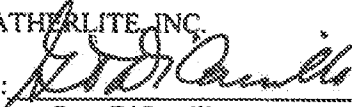
ASSIGNEE:

EXISS SOONER TRAILER
MANUFACTURING, LLC


By: _____
Name:
Title:

ASSIGNOR:

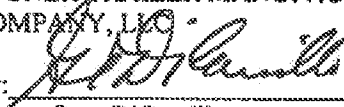
FEATHERLITE, INC.

By: 
Name: Gary DiCamillo
Title: President & CEO


EXISS SOONER, LLC

By: 
Name: Gary DiCamillo
Title: President & CEO

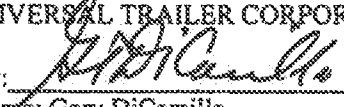
SOONER TRAILER MANUFACTURING
COMPANY, LLC

By: 
Name: Gary DiCamillo
Title: President & CEO


UNIVERSAL FREIGHT EXPRESS LLC

By: 
Name: Gary DiCamillo
Title: President & CEO

UNIVERSAL TRAILER CORPORATION

By: 
Name: Gary DiCamillo
Title: President & CEO



UNIVERSAL TRAILER HOLDINGS CORP.

By: 
Name: Gary DiCamillo
Title: President & CEO

[Signature Page to Exiss Trademark Assignment]

Exhibit A
Trademarks

United States Trademark	Registration Number	Registration Date	Expiration Date
TRADEMARKS OWNED BY EXISS SOONER, LLC			
SOONER	1,736,416	12/01/92	12/01/22
EXISS	2,003,036	09/24/96	09/24/26
XS EXISS ALUMINUM TRAILERS & DESIGN	2,282,862	10/05/99	10/05/19 (In grace until 4/6/20)
DESIGN (only) Stylized horse head (Sooner)	2,323,852	02/29/00	02/29/20
EVENT	2,444,011	04/17/01	04/17/21
EXISS and DESIGN (Stylized)	3,001,197	09/27/05	09/27/25
EXHIBITOR	5,277,558	08/29/17	08/29/23
SOONER SELECT	5,776,726	06/11/19	06/11/25

<u>Mark</u>	<u>Serial No./ Registration No.</u>	<u>Status</u>	<u>Owner</u>
	3,001,197	LIVE	Universal Trailer Corporation Horse/Livestock Group Universal Trailer Holdings Corp. (Previous Owner)
	3,276,767	DEAD	EXISS SOONER, LLC Universal Trailer Holdings, Corp. (Previous Owner)
MILEY	3,990,204	DEAD	EXISS SOONER, LLC Universal Trailer Corporation Horse/Livestock Group (Previous Owner)