

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565469

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Crane Carrier Company, LLC | | 10/03/2019 | Limited Liability Company: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Continental Mixer Solutions, LLC | | |
| Street Address: | 200 Ladish Road | | |
| City: | Cynthiana | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 41031 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5426448 | CYKLONE | |
| Registration Number: | 5795040 | FIRST KOMMAND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8132270498 | | |
| <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: | 813-227-7401 | | |
| Email: | mmason@trenam.com | | |
| Correspondent Name: | Monica B. Mason, Esq. | | |
| Address Line 1: | 101 E. Kennedy Blvd. | | |
| Address Line 2: | Suite 2700 | | |
| Address Line 4: | Tampa, FLORIDA 33602 | | |
| NAME OF SUBMITTER: | Monica B. Mason, Esq. | | |
| SIGNATURE: | /monica b. mason/ | | |
| DATE SIGNED: | 03/05/2020 | | |
| Total Attachments: 5 | | | |
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| source=Intellectual Property Assignment Agreement - Executed#page2.tif | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** (“**Agreement**”), dated as of October 3, 2019, (the “**Effective Date**”) is made by Crane Carrier Company, LLC, a Michigan limited liability company (“**Seller**”), in favor of Continental Mixer Solutions, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of the Effective Date (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office, and/or the United States Copyright Office, as applicable;

NOW THEREFORE, the parties agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

a. the patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

b. the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

c. the domain names set forth on Schedule 3 attached hereto, together with all registrations therefor (the “**Domain Names**”);

d. the trade name registrations set forth on Schedule 4 hereto (the “**Trade Names**”);

e. all rights of any kind whatsoever of Seller accruing under any of the foregoing, in subsections (a) through (d) above, provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

f. any and all royalties, fees, income, payments, and other proceeds due or payable on or after the Effective Date hereof with respect to any and all of the foregoing; and

g. any and all claims and causes of action with respect to any of the foregoing, accruing on, or after the Effective Date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for such infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, the contact person for any Domain Name registrar, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

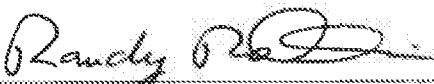
5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first above.

SELLER:

Crane Carrier Company, LLC,

By: 

Name: RANDY ROLLINS

Its: CEO

Address for Notice:

Crane Carrier Company, LLC

1951 Reiser Ave. SE

New Philadelphia, OH 44663

E-mail: prollins@cranecarrier.com

Attention: Randy Rollins

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006883 FRAME: 0833

BUYER:

Continental Mixer Solutions, LLC

By: Frank Busicchia

Name: Frank Busicchia

Its: CEO

Address for Notice:

Continental Mixer Solutions, LLC

200 Ladish Rd.

Cynthiana, KY 41031

Attention: Frank Busicchia

E-mail: buzzie@ezcmx.com

[Signature page to Intellectual Property Assignment Agreement]

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

| Mark | Registration Number | Registration Date |
|---------------|----------------------------|--------------------------|
| FIRST KOMMAND | 5,795,040 | Jul 2, 2019 |
| CYKLONE | 5,426,448 | Mar 20, 2018 |