

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566937

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900536007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cosby Harrison Company, LLC		02/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trader TN Holdings, LLC		
Street Address:	999 Waterside Drive		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23510		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0545694	ROCK & DIRT	
Registration Number:	2017220	TRADE-A-PLANE	
Registration Number:	3295643	NEXTTRUCK	
Registration Number:	4677717	TRADEQUIP INTERNATIONAL	
Registration Number:	4670113	TRADEQUIP INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	7576285566		
<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:	757-628-5582		
Email:	ip@wilsav.com		
Correspondent Name:	Timothy J. Lockhart		
Address Line 1:	440 Monticello Avenue, Suite 2200		
Address Line 2:	Attn: IP Administrator		
Address Line 4:	Norfolk, VIRGINIA 23510-2243		
ATTORNEY DOCKET NUMBER:	88999.015		
NAME OF SUBMITTER:	Timothy J. Lockhart		
SIGNATURE:	/Timothy J. Lockhart/		

DATE SIGNED:	03/13/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made effective as of the 10th day of February, 2020 (“Effective Date”), by and between The Cosby Harrison Company, LLC, a Delaware limited liability company with its principal place of business at 174 Fourth Street, Crossville, Tennessee 38555 (“Assignor”), and Trader TN Holdings, LLC, a Delaware limited liability company with its principal place of business at 999 Waterside Drive, Norfolk, Virginia 23510 (“Assignee”).

WHEREAS, Assignor owns all right, title, and interest in and to the United States and international trademarks and the applications and registrations therefor on the “List of Assigned Trademarks” attached hereto as Exhibit 1 (collectively, “Property”);

WHEREAS, pursuant to one or more separate agreements between the parties, including, without limitation, an Asset Purchase Agreement of even date herewith (the “Purchase Agreement”), Assignor has agreed to transfer to Assignee certain assets to which the Property relate (“Acquired Assets”); and

WHEREAS, in conjunction with the transfer of such Acquired Assets from Assignor to Assignee, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, any and all of Assignor’s right, title, and interest in and to the Property;

NOW, in consideration of the covenants herein and other good and valuable consideration, the receipt and adequacy of which each party acknowledges, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns to Assignee any and all right, title, and interest that Assignor owns in and to the Property, including without limitation all United States and international application and registration rights with respect to the Property, all rights to prepare derivative marks based on the Property, all goodwill associated with the Property, and any and all other rights associated with the Property. Assignor acknowledges and agrees that Assignee will have the right to record with, or otherwise present this Agreement and the assignment contained herein to, the United States Patent and Trademark Office and any other governmental entity anywhere in the world.

2. Representations and Warranties. This Agreement is made strictly upon the terms and subject to the conditions set forth in, and is governed by, the Purchase Agreement, and is made without any additional representations, warranties, covenants or undertakings other than as set forth herein or therein.

3. Entire Agreement. Except for the Purchase Agreement and the Ancillary Agreements (defined in the Purchase Agreement), this Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms to this Agreement except as listed here: Exhibit 1.

4. Amendment. This Agreement may be amended only by a writing that expressly references this Agreement and is executed by a duly authorized representative of each party.

5. Severability. If any term, provision, covenant, or condition of this Agreement or the application thereof to any person, place, or circumstance is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to any other persons, places, and circumstances will remain in full force and effect, except as mandated by the ruling and unless the Agreement would thereby fail of its essential purpose.

6. Further Acts and Additional Documents. Assignor agrees promptly to perform any further acts and promptly to execute and deliver any additional documents that Assignee reasonably requests to carry out the intent of this Agreement.

7. Governing Law. This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Delaware (without regard to its conflict-of-laws rules) except to the extent, if any, that the trademark laws of the United States apply to any such construction or action.

8. Counterparts; Signatures. The parties may execute this Agreement in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Signatures hereon may be delivered by facsimile or in .pdf or other electronic files and will be deemed as binding as original signatures.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as set forth below.

ASSIGNOR:

ASSIGNEE:

THE COSBY HARRISON COMPANY, LLC

TRADER TN HOLDINGS, LLC

Signature 

Signature _____

Name Adam Steinhilber

Name _____

Title Chief Executive Officer

Title _____

Date Feb 10, 2020

Date _____

[Signature Page – Trademark Assignment Agreement]

8. Counterparts: Signatures. The parties may execute this Agreement in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Signatures hereon may be delivered by facsimile or in .pdf or other electronic files and will be deemed as binding as original signatures.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as set forth below.

ASSIGNOR:

ASSIGNEE:

THE COSBY HARRISON COMPANY, LLC

TRADER TN HOLDINGS, LLC

Signature _____

Signature Charles E. Goodwyn

Name _____

Name Charles E. Goodwyn

Title _____

Title Chief Financial Officer and Secretary

Date _____

Date February 11, 2020

EXHIBIT 1

LIST OF ASSIGNED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
Rock & Dirt	Australia	IR 1291672
Tradequip International	Australia	IR 1264000
Tradequip International	Canada	TMA935896
Rock & Dirt	Canada	TMA993510
Trade-A-Plane	Canada	TMA971279
Tradequip International	China	IR 1264000
Rock & Dirt	China	IR 1291672
Rock & Dirt	European Union	IR 1291672
Tradequip International	European Union	IR 1264000
Tradequip International	United States	4670113
Tradequip International	United States	4677717
NextTruck	United States	3295643
Trade-A-Plane	United States	2017220
Rock & Dirt	United States	545694