

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tingue, Brown & Co.		04/01/2020	Corporation:
Meese, Inc.		04/01/2020	Corporation:
RECEIVING PARTY DATA			
Name:	TANK HOLDING CORP.		
Street Address:	6940 O Street, Suite 100		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4394673	72S	
Registration Number:	4394672	72P	
Registration Number:	2719221	AQUA-TOSS	
Registration Number:	2336745	WING-IT	
Registration Number:	2659959	SHIP SHAPE	
Registration Number:	1585875	POOL SHOT	
Registration Number:	2587117	POLY-TRUX	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	913 647-9050		
Email:	tmdocketing.luebbering@hoveywilliams.com		
Correspondent Name:	THOMAS B. LUEBBERING		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	2498.00000		
NAME OF SUBMITTER:	Thomas B. Luebbering		

CH \$190.00 4394673

SIGNATURE:	/Thomas B. Luebbering/
DATE SIGNED:	05/27/2020
Total Attachments: 5 source=PTO_Trademark_Assignment_TingueBrown_Meese#page1.tif source=PTO_Trademark_Assignment_TingueBrown_Meese#page2.tif source=PTO_Trademark_Assignment_TingueBrown_Meese#page3.tif source=PTO_Trademark_Assignment_TingueBrown_Meese#page4.tif source=PTO_Trademark_Assignment_TingueBrown_Meese#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered into as of April 1, 2020 (“Effective Date”) by and among Tingue, Brown & Co., a New York corporation (“Seller Parent”), Meese, Inc., an Indiana corporation (“Seller,” and, together with Seller Parent, the “Assignors”), and Tank Holding Corp., a Delaware corporation (“Assignee”).

WHEREAS, the Assignors and Assignee are party to that certain Asset Purchase Agreement, dated as of April 1, 2020 (the “APA”); and

WHEREAS, pursuant to the APA, the Assignors agreed to convey, transfer, and assign to Assignee and Assignee agreed to acquire from the Assignors certain intellectual property rights of the Assignors, and the Assignors agreed to execute and deliver this Trademark Assignment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably sell, assign, transfer and convey to Assignee, and Assignee hereby accepts from the Assignors: (a) all of the Assignors’ right, title and interest in and to the the trademark registrations and trademark applications listed on Schedule A hereto and all issuances, extensions, and renewals thereof, together with the goodwill symbolized thereby and all rights of any kind of the Assignors accruing under any of the foregoing that are provided by the applicable law of any jurisdiction (collectively, the “Assigned Trademark Rights”); (b) the right to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Trademark Rights; and (c) the right to sue for and collect damages for past, present and future infringement, misappropriation, dilution, misuse or violation of the Assigned Trademark Rights, in each case to have and to hold the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such Assigned Trademark Rights.

2. Recordation and Further Action. The Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. During the six (6) month period immediately following the Effective Date, upon Assignee’s request and at Assignee’s sole cost and expense, the Assignors shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be necessary to effect or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

3. Terms of the APA. This Trademark Assignment is delivered in furtherance of the APA and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the APA, which shall remain in full force and effect to the full extent provided therein. Each party hereto, by its execution of this Trademark Assignment, acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the APA shall be deemed to be enlarged, modified or altered in

any way by this Agreement. In the event of any conflict between the terms of the APA and the terms of this Trademark Assignment, the terms of the APA shall prevail.

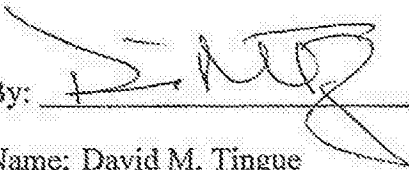
4. Miscellaneous. This Trademark Assignment, together with the APA, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, altered, amended or changed except in writing signed by all of the parties hereto. This Trademark Assignment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

[Signature page follows.]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

TINGUE, BROWN & CO.

Seller Parent

By:  _____

Name: David M. Tingue

Title: Chief Executive Officer

TANK HOLDING CORP.

Assignee

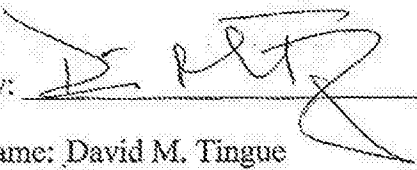
By: _____

Name: Greg Wade

Title: Chief Executive Officer

MEESE, INC.

Seller

By:  _____

Name: David M. Tingue

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

TINGUE, BROWN & CO.

Seller Parent

By: _____

Name: _____

Title: _____

MEESE, INC.

Seller

By: _____

Name: _____

Title: _____

TANK HOLDING CORP.

Assignee

By:  _____

Name: Greg Wade

Title: Chief Executive Officer

Schedule A

Mark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Owner
72S	United States of America	85558422 02-MAR-2012	4394673	Meese, Inc.
72P	United States of America	85558404 02-MAR-2012	4394672	Meese, Inc.
AQUA-TOSS	United States of America	76435358 29-JUL-2002	2719221	Meese, Inc.
WING-IT	United States of America	75509302 26-JUN-1998	2336745	Meese, Inc.
SHIP SHAPE	United States of America	75784789 26-AUG-1999	2659959	Meese, Inc.
POOL SHOT	United States of America	73811271 07-JUL-1989	1585875	Meese, Inc.
POOL SHOT PRODUCTS, INC.	Ohio	-	1062352	Meese, Inc.
POLY-TRUX	United States of America	75786475 27-AUG-1999	2587117	Tingue, Brown & Co.