

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GVM, Inc.		05/20/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Liquid Finance Acquisition LLC		
Street Address:	2700 Patterson Avenue SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49546		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3995200	AGRIPROBE	
Registration Number:	4012473	AGRIWAVE	
Registration Number:	3166787	FUSION	
Registration Number:	2615362	GVM	
Registration Number:	5058193	GVM	
Registration Number:	4866415	MAKO	
Registration Number:	2564582	PREDATOR	
Registration Number:	3959614	PROBE2PROWLER	
Registration Number:	2407269	PROWLER	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<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:	717-232-8000		
Email:	trademarks@mcneeslaw.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108-1166		
ATTORNEY DOCKET NUMBER:	16009-0044		

OP \$240.00 3995200

NAME OF SUBMITTER:	Sue Heberlig
SIGNATURE:	/SueHeb/
DATE SIGNED:	05/29/2020
Total Attachments: 6 source=A7519930#page1.tif source=A7519930#page2.tif source=A7519930#page3.tif source=A7519930#page4.tif source=A7519930#page5.tif source=A7519930#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of May 27, 2020, is made by GVM, Inc. ("**Seller**"), a Pennsylvania corporation having offices at 374 Heidlersburg Road, Biglerville, PA 17307, in favor of LIQUID FINANCE ACQUISITION LLC, a Michigan limited liability company having offices at 2700 Patterson Avenue SE, Grand Rapids, MI 49546, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of May 20, 2020 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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 IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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 patents and 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 and applications 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) all other patents, trademarks, copyrights and other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
 - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future 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 officials of relevant entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signatures appear on the following page]

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

GVM, Inc.

By: 
Name: Mark W. Anderson
Title: President

Address for Notices:
GVM, Inc.
374 Heidlersburg Road
Biglerville, PA 17307
Attention: Mark Anderson, President
Email: mwa@gvminc.com

With a copy to:
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
Attention: Louis A. Dejoie
Email: ldejoie@mcneeslaw.com

AGREED TO AND ACCEPTED:

LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY LLC,
its sole member

By: _____
Name: William Melvin III
Title: Manager

Address for Notices:
Liquid Finance Acquisition LLC
c/o Liquid Finance Company LLC
2700 Patterson Avenue SE
Grand Rapids, MI 49546
Attention: William Melvin III
Email: bill@liquidfc.com

With a copy to:
Cohen Tauber Spievack & Wagner LLP
420 Lexington Avenue - Suite 2400
New York, NY 10170
Attention: Robert A. Boghosian, Esq.
Email: rboghosian@ctswlaw.com

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

GVM, Inc.

By: _____
Name: Mark W. Anderson
Title: President

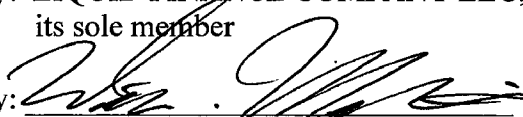
Address for Notices:
GVM, Inc.
374 Heidlersburg Road
Biglerville, PA 17307
Attention: Mark Anderson, President
Email: mwa@gvminc.com

With a copy to:
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
Attention: Louis A. Dejoie
Email: ldejoie@mcneeslaw.com

AGREED TO AND ACCEPTED:

LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY LLC,
its sole member

By: 
Name: William Melvin III
Title: Manager

Address for Notices:
Liquid Finance Acquisition LLC
c/o Liquid Finance Company LLC
2700 Patterson Avenue SE
Grand Rapids, MI 49546
Attention: William Melvin III
Email: bill@liquidfc.com

With a copy to:
Cohen Tauber Spievack & Wagner LLP
420 Lexington Avenue - Suite 2400
New York, NY 10170
Attention: Robert A. Boghosian, Esq.
Email: rboghosian@ctswlaw.com

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
SOIL SAMPLING MACHINE AND METHOD OF USE	U.S.	8,459,131	6/11/2013
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	10,336,381	7/2/2019

Patent Applications

Title	Jurisdiction	Application Number	Filing Date	Status
SPREADER	U.S.	15/676,248	8/14/2017	Pending
SPREADER	PCT	PCT/US2018/046164	8/10/2018	National Stage Entered
SPREADER	U.S.	16/639,014	8/10/2018	Pending
SPREADER	Canada	3072898	8/10/2018	Pending
SPREADER	U.S.	62/720,459	8/21/2018	Priority claimed
SPREADER	U.S.	16/545,392	8/20/2019	Pending
SPREADER	Canada	3052549	8/20/2019	Pending
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	62/377,713	8/22/2016	Priority claimed
TOE CONTROL FOR ADJUSTABLE AXLE	PCT	PCT/US2017/047960	8/22/2017	National Stage Entered
TOE CONTROL FOR ADJUSTABLE AXLE	Australia	2017317530	8/22/2017	Pending
TOE CONTROL FOR ADJUSTABLE AXLE	Canada	3034662	8/22/2017	Pending

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GVM	Canada	633848	2/25/2005
PREDATOR	Canada	631455	1/28/2005
PROWLER	Canada	632180	2/7/2005
GVM	New Zealand	608265	9/7/2000
PROWLER	New Zealand	608266	8/18/2000
AGRIPROBE	U.S.	3,995,200	7/12/2011
AGRIWAVE	U.S.	4,012,473	8/16/2011
FUSION	U.S.	3,166,787	10/31/2006
GVM	U.S.	2,615,362	9/3/2002
GVM (Stylized and/or with Design)	U.S.	5,058,193	10/11/2016
MAKO	U.S.	4,866,415	12/8/2015
PREDATOR	U.S.	2,564,582	4/23/2002
PROBE2PROWLER	U.S.	3,959,614	5/10/2011
PROWLER	U.S.	2,407,269	11/21/2000