

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTUANT CORPORATION		09/20/2019	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Uni-Lift LLC		
Street Address:	3300 South Dixie Drive		
City:	Kettering		
State/Country:	OHIO		
Postal Code:	45439		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3821156	UNI-LIFT	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	937-443-6958		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Theodore D. Lienesch		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 4:	Miamisburg, OHIO 45342		
ATTORNEY DOCKET NUMBER:	500192-167US8e jmb		
NAME OF SUBMITTER:	Theodore D. Lienesch		
SIGNATURE:	/Theodore D Lienesch/		
DATE SIGNED:	08/13/2020		
Total Attachments: 4			
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OP \$40.00 3821156

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into on the 20th day of September, 2019, by and between Actuant Corporation, a Wisconsin corporation ("Assignor"), and Uni-Lift LLC, a Delaware limited liability company ("Assignee"). Capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement.

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated an even date herewith (the "Purchase Agreement"), pursuant to which Seller agreed to sell, assign, transfer, convey, and deliver to Buyer, and Buyer has agreed to purchase and accept from Seller, certain the registered trademarks included within the Registered Intellectual Property and the goodwill associated therewith (the "Assigned Trademarks");

WHEREAS, Assignor is entering into this Assignment pursuant to the requirements under Section 4.2(d) of the Purchase Agreement;

WHEREAS, Assignor is the owner of Assigned Trademarks; and

WHEREAS, Assignor desires to convey, transfer, assign and deliver all of its rights in and to the Assigned Trademarks, pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, effective as of the date first set forth above, all right, title and interest in and to the Assigned Trademarks, together with all common law rights and associated goodwill of Assignor or the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademarks to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Trademarks.

2. Further Assurances. Assignor shall, upon the reasonable request of Assignee, take such other and further actions as are reasonably necessary to cause the foregoing assignment of the Assigned Trademarks to Assignee to be effectuated, including, without limitation, executing and delivering to Assignor any documents required to be filed with the applicable registrar(s) for the Assigned Trademarks to effectuate their administrative transfer to Assignee.

3. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

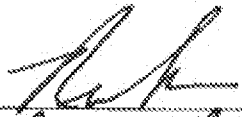
4. Amendments. This Assignment may not be amended, modified, supplemented or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the Assignor and Assignee.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first written above.

ASSIGNOR:

ACTUANT CORPORATION

By: 
Name: Richard Hanson
Title: Manager

Schedule 1.1(b)

Transferred IP

1	Registered Trademark: UNI-LIFT (US); Registration #: 3821156
2	Registered Trademark: UNI-LIFT (Canada); Registration #: 246994
3	Common Law Trademark: M Series
4	Common Law Trademark: B Series