# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM598367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mean Green Products, LLC		09/01/2020	Limited Liability Company: OHIO

# **RECEIVING PARTY DATA**

Name:	Generac Power Systems, Inc.	
Street Address:	S45W29290 State Road 59	
City:	Waukesha	
State/Country:	WISCONSIN	
Postal Code:	53189	
Entity Type:	Corporation: WISCONSIN	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Serial Number:	88711438	IMPULSE DRIVE SYSTEM (IDS)	
Serial Number: 88787889		SMARTDECK	
Registration Number:	4858679	MEAN GREEN MOWERS	

# **CORRESPONDENCE DATA**

Fax Number:

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.

Email: tmadmin@reinhartlaw.com

**Correspondent Name:** Daniel E. Kattman Address Line 1: 1000 N. Water Street

Address Line 2: **Suite 1700** 

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	09/18/2020

### **Total Attachments: 3**

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment"), is made and entered into effective as of September 1, 2020, by and between MEAN GREEN PRODUCTS, LLC, an Ohio limited liability company ("Seller"), in favor of GENERAC POWER SYSTEMS, INC., a Wisconsin corporation ("Buyer").

# **RECITALS**

- A. Seller and Buyer are parties to that certain Asset Purchase Agreement made and entered into effective as of August 25, 2020, by and among Buyer, Seller, Joseph C. Conrad and Matthew C. Conrad (the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings assigned such terms in the Purchase Agreement.
- B. Under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property assets and rights of Seller, which assets and rights constitute Purchased Assets under the Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities and other third parties, if applicable.
- C. Seller warrants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned IP (as hereinafter defined).

# **AGREEMENTS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the trademarks listed on Schedule 1 (the "Assigned IP") hereto, to be assumed and held by Buyer for its own use and benefit and for the benefit of its successors and assigns. The Assigned IP includes all rights of any kind whatsoever of Seller accruing in the Assigned IP under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, 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, all goodwill of the Business symbolized by and associated with the Assigned IP, the right to register the Assigned IP, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

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

MEAN GREEN PRODUÇIS, LLC

Print Name: Joseph C. Conrad

Title: President

AGREED TO AND ACCEPTED:

BUYER:

GENERACTOWER SYSTEMS, INC.

Title: EVP - Corporate Development

[Signature Page to Intellectual Property Assignment Agreement]

# Schedule 1

# Assigned IP

<u>Mark</u>	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
IMPULSE DRIVE SYSTEM	88711438	December 2, 2019			Active
SMARTDECK	88787889	February 6, 2020			Active
MEAN GREEN MOWERS	86594433	April 11, 2015	4858679	November 24, 2015	Active
VIRTUAL MAINTENANCE	87167760	September 22, 2016			Abandoned
BLAST!	87137144	August 12, 2016			Abandoned
GREEN LITHIUM BATTERIES	87137133	August 12, 2016			Abandoned
GREEN MOWCHINE	85252007	February 25, 2011			Abandoned

**RECORDED: 09/18/2020**