

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vorson Group, LLC		12/31/2020	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	All States Ag Parts, LLC		
<b>Street Address:</b>	1200 Crestview Drive		
<b>Internal Address:</b>	Ste 1		
<b>City:</b>	Hudson		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4931998	TRACTORJOE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	6124927000		
<b>Email:</b>	plarson@fredlaw.com		
<b>Correspondent Name:</b>	Patricia A. Larson, Senior Paralegal		
<b>Address Line 1:</b>	Fredrikson & Byron, P.A.		
<b>Address Line 2:</b>	200 S. Sixth Street, Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Patricia A. Larson		
<b>SIGNATURE:</b>	/Patricia A. Larson/		
<b>DATE SIGNED:</b>	01/07/2021		
<b>Total Attachments: 4</b>			
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**Annex B**

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made and entered into effective as of December 31, 2020 by and between All States Ag Parts, LLC, a Delaware limited liability company ("Buyer"), and Vorson Group LLC, a Minnesota limited liability company ("Seller").

Assignor and Assignee are parties to that certain Proprietary Rights Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with the appropriate government authority.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks: (a) trademarks and trademark registrations, and all extensions and renewals thereof, set forth on Attachment A hereto, provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains; (b) all rights of any kind of Assignor accruing under any of the foregoing provided by applicable law, treaties and conventions, and otherwise throughout the world; (c) 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 (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, with the right but no obligation to sue for such relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee's request. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.

3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR

VORSON GROUP LLC

By: Joseph Vorobeychik

Name: Joseph Vorobeychik

Its: Managing Director

AGREED TO AND ACCEPTED:

ASSIGNEE

ALL STATES AG PARTS, LLC

By: \_\_\_\_\_

Name: John Dyke

Its: Chief Executive Officer

*[Signature page to Trademark Assignment]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

ASSIGNOR

VORSON GROUP LLC

By: \_\_\_\_\_  
Name: Joseph Vorobeychik  
Its: Managing Director

AGREED TO AND ACCEPTED:

ASSIGNEE

ALL STATES AG PARTS, LLC

By:   
Name: John Dyke  
Its: Chief Executive Officer

*[Signature page to Trademark Assignment]*

**ATTACHMENT A  
TO TRADEMARK ASSIGNMENT**

**Trademarks**

<b>Trademark</b>	<b>App. No./ Reg. No.</b>	<b>App. Date</b>	<b>Reg. Date</b>	<b>Country</b>	<b>Owner of Record</b>	<b>Status</b>
<b>TRACTORJOE</b>	RN: 4931998 SN: 86735163	August 24, 2015	April 5, 2016	U.S.	Vorson Group, LLC	Registered