# OP \$65.00 4365645

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM617349

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hickory Springs Manufacturing Company		12/21/2020	Corporation: NORTH CAROLINA

## **RECEIVING PARTY DATA**

Name:	HSM Transportation & Specialty Manufacturing Company	
Street Address:	417 North Kibler Street	
City:	New Washington	
State/Country:	ОНЮ	
Postal Code:	44854	
Entity Type:	Corporation: OHIO	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4365645	POSITRAC
Registration Number:	2265998	THE C.E. WHITE CO.

## **CORRESPONDENCE DATA**

**Fax Number:** 3032912400

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.

**Phone:** 303-291-2300

**Email:** kristimurray@perkinscoie.com

Correspondent Name: Alexander J.A. Garcia, Perkins Coie LLP

Address Line 1: 1900 Sixteenth Street, Suite 1400

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	88993.4000
NAME OF SUBMITTER: Alexander J.A. Garcia, Perkins Coie LLP	
SIGNATURE:	/Alexander Garcia/
DATE SIGNED:	12/30/2020

# **Total Attachments: 2**

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TRADEMARK REEL: 007167 FRAME: 0924

## TRADEMARK ASSIGNMENT

WHEREAS, Hickory Springs Manufacturing Company, a corporation of the state of North Carolina ("Assignor"), owns the trademarks registered in the United States listed in **Exhibit A** hereto (the "Trademarks");

WHEREAS, HSM Transportation & Specialty Manufacturing Company, a corporation of the state of Ohio ("Assignee"), desires to acquire all right, title, and interest in and to the Trademarks and all goodwill and common law rights appurtenant thereto;

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

- 1. Assignor does hereby assign and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks, the goodwill of the business associated with and symbolized by the Trademarks, and any common law rights appurtenant thereto and Assignee does hereby accept this assignment.
- 2. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 3. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.
- 4. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.
  - 5. This agreement shall be effective as of the date of the last signature below ("Effective Date").

**ASSIGNOR** 

**Hickory Springs Manufacturing Company** 

**ASSIGNEE** 

HSM Transportation & Specialty Manufacturing

Company

Signature

Name: Mark S. Jones

Title: President & C.E.O.

Date: December 21, 2020

Signature

Name: Mark S. Jones

Title: Chairman

Date: December 21, 2020

# Exhibit A

Trademark	Country	Registration No.
POSITRAC	United States	4365645
THE C.E. WHITE CO.	United States	2265998

145427827.3

**RECORDED: 12/30/2020** 

TRADEMARK REEL: 007167 FRAME: 0926