

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Terramac LLC		12/31/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Western Diesel Services, Inc.		
Doing Business As:	d/b/a CK Power		
Street Address:	1100 Research Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4351453	TERRAMAC	
CORRESPONDENCE DATA			
Fax Number:	3127267102		
<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:	3127268129		
Email:	chiipdocket@icemiller.com		
Correspondent Name:	Brian Lum		
Address Line 1:	Ice Miller LLP		
Address Line 2:	200 W. Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Brian Lum		
SIGNATURE:	/Brian Lum/		
DATE SIGNED:	01/27/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of December 31, 2020 by TERRAMAC LLC, an Illinois limited liability company ("Assignor"), to WESTERN DIESEL SERVICES, INC. d/b/a CK Power, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 31, 2020 among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including the trademarks and the domain name registrations set forth on Exhibit A hereto (the "Assigned Trademarks").

AGREEMENT

For valuable consideration, including that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Assignment and Transfer of Assigned Trademark. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the Assigned Trademarks and all issuances, extensions and renewals thereof, as well as (a) all goodwill associated therewith; and (b) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past, present or future infringements thereof.

2. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment, and Assignor shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's cost as may be reasonably required in the implementation or perfection of this Assignment.

3. Purchase Agreement. Assignor and Assignee each acknowledge and agree that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. General. This Assignment, together with the Purchase Agreement, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This Assignment may be executed in counterparts, each of which shall be deemed an

original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by 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 Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed by the parties effective as of the date first written above.

ASSIGNOR:

TERRAMAC LLC

By: Joia Crumaldi
Name:
Title:

ASSIGNEE:

WESTERN DIESEL SERVICES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed by the parties effective as of the date first written above.

ASSIGNOR:

TERRAMAC LLC

By: _____

Name:

Title:

ASSIGNEE:

WESTERN DIESEL SERVICES, INC.

By:  _____

Name: Clayton Costello

Title: VP marketing corporate strategy

EXHIBIT A

ASSIGNED TRADEMARKS

I. Trademark registrations

Country	Trademark	Serial No.	Filed	Reg. No.	Granted	Brief Goods/Services
US	TERRAMAC	85625424	May 15, 2012	4351453	Jun. 11, 2013	(Int'l Class: 07) excavation, construction and mining equipment, namely, commercial rubber-tracked carriers in the nature of crawler-tracked loaders for use as integrated tool... (Int'l Class: 12) commercial rubber-tracked vehicles, namely, dump trucks, flat bed trucks and trucks with no bed for further customization; commercial rubber-tracked carriers...
Canada	TERRAMAC	1578216	May 17, 2012	TMA885343	Sep. 5, 2014	(Int'l Class: 7, 12) Goods: (1) Excavation, construction and mining equipment, namely, crawler carriers, drilling rigs, excavators, direct push drills, and pipe layers.
EU IPO	TERRAMAC	015624431	Jul. 11, 2016	015624431	Nov. 15, 2016	(Int'l Class: 07) Agricultural, earthmoving, construction, oil and gas extraction and mining equipment; agricultural, gardening and forestry machines and apparatus; Loaders [conveyors]; Loaders... (Int'l Class: 12) Vehicles; All-terrain vehicles; Trucks; Dumper trucks; Industrial vehicles; Tracked vehicles; Commercial vehicles; Load carrying vehicles; Construction vehicles for transportation purposes;...

II. Domain Name Registrations

The domain names set forth on Attachment 4.11(a)(i)(2) to the Disclosure Schedules to the Purchase Agreement.