

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOYE TRACTOR PARTS, INC.		04/30/2021	Corporation: TEXAS
LAM INDUSTRIES, INC.		04/30/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ALL STATES AG PARTS, LLC		
Street Address:	1200 Crestview Drive, Ste 1		
City:	Hudson		
State/Country:	WISCONSIN		
Postal Code:	54016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4082463		
Registration Number:	4066099	AGPRO	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7793.002		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/30/2021		
Total Attachments: 13			
source=IP Assignment_Hoye _ LAM to All States Ag Parts LLC#page1.tif			

OP \$65.00 4082463

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made and entered into effective as of April 30, 2021, by and between HOYE TRACTOR PARTS, INC., a Texas corporation ("Hoye") and LAM INDUSTRIES, INC., a Texas corporation ("LAM") and, together with Hoye, the "Assignor", each with an address at 2099 US Highway 287 E, Iowa Park, TX 76367, and ALL STATES AG PARTS, LLC, Delaware limited liability company, with an address at 1200 Crestview Drive, Ste 1, Hudson, WI 54016 ("Assignee").

Pursuant to the Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), to which the Assignor and Assignee are parties, Assignor has agreed to assign to Assignee all of its rights, title and interest in certain unregistered and registered intellectual property material or related to, necessary for, or used in Assignor's business, including without limitation the intellectual property set forth on Annex A (collectively, the "Assigned IP"), and to execute and deliver this IP Assignment Agreement and the recordable assignments attached hereto as Annex B and Annex C for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office, and the U.S. Copyright Office, and corresponding entities and agencies in any applicable jurisdiction.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts all of Assignor's right, title and interest in and to the Assigned IP, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this IP Assignment Agreement not been made, including the following:

- a) all (i) trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on Annex A hereto, provided that, with respect to the United States intent-to-use trademark applications set forth on Annex A, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing, and (ii) trademarks underlying the trademark registrations and applications set forth on Annex A;
- b) all (i) copyright registrations, applications for copyright registration, and exclusive copyright licenses set forth on Annex A, (ii) copyrights in the works of authorship underlying the copyright registrations, applications and licenses set forth on Annex A, (iii) issuances, extensions and renewals of any such registrations, applications, and licenses, and (iv) all of Assignor's right, title and interest in and to all copies and other tangible embodiments of the works of authorship underlying the copyright registrations, applications and licenses set forth on Annex A in all languages and in any form or medium now known or hereafter developed;
- c) all domain name(s), websites, and any associated content set forth on Annex A;
- d) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- e) 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

f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register for Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. These actions may include, but are not limited to, promptly (i) unlocking the domain name(s) and providing the authorization code for the domain name(s) to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain name(s) to Assignee.

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

4. Counterparts. This IP Assignment Agreement 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.

5. Severability. If any term or provision of this IP Assignment Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this IP Assignment Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

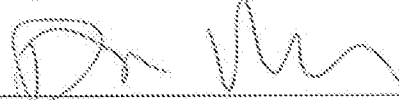
6. Controlling Terms. Assignor and Assignee hereby agree and acknowledge that this IP Assignment Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement. In the event of any irreconcilable inconsistency between this IP Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall control.

7. Governing Law. This IP Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The parties irrevocably submit to the jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware in any action arising out of or relating to this IP Assignment Agreement, and hereby irrevocably agree that all claims in respect of such action shall be heard and determined in such state or federal court. Each of the parties hereby irrevocably waives all right to trial by jury in any action or counterclaim arising out of or relating to this IP Assignment Agreement.

[Signature Page Follows]

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

Assignor: HOYE TRACTOR PARTS, INC.



Name: Aaron Murray
Its: President

Assignor: LAM INDUSTRIES, INC.



Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC

Name: John Dyke
Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

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

Assignor: HOYE TRACTOR PARTS, INC.

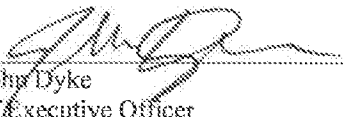
.....
Name: Aaron Murray
Its: President

Assignor: LAM INDUSTRIES, INC.

.....
Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC



.....
Name: John Dyke
Its: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

Annex A

Intellectual Property

Country-Level Trademark Applications and Registrations:

Trademark	App. No./ Reg. No.	App. Date	Reg. Date	Country	Status
	RN: 4082463 SN: 85222970	January 21, 2011	January 10, 2012	U.S.	Registered
	RN: 4066099 SN: 85222909	January 21, 2011	December 6, 2011	U.S.	Registered

U.S. Registered Copyrights:

Title	Reg. No.	Reg. Date
10 Tips to Save You Money on Your Yanmar, et al.	TXu002030260	2016-10-14
14 Articles - 2010.	TXu002030192	2016-10-13
2 Articles - 2012.	TXu002029880	2016-10-12
2 Articles - 2015.	TXu002029869	2016-10-12
3 Articles - March 2016.	TXu002028692	2016-09-27
7 Articles - 2008, et al.	TXu002032520	2016-10-12
Testing a Starter.	TXu002028696	2016-09-27
Tractor Guide - Aug. 2016.	TXu002028720	2016-09-28
What Is It Worth.	TXu002030258	2016-10-14
YNM Tractors.	TXu002028693	2016-09-27

Domain Names:

Domain Name	Status	Registrar	Expiration Date
https://www.hoyetractor.com/	Registered	CSL Computer Service Langenbach GmbH d/b/a joker.com	2023-01-11
Tractorpartscentral.com		PDR Ltd. d/b/a PublicDomainRegistry.com	01/13/2022
Hoyetractor.com		CSL Computer Service Langenbach GmbH d/b/a joker.com	01/11/2023
Agproparts.com		TUCOWS, INC.	12/31/2021
Compact-tractors.com		Network Solutions, LLC	01/03/2022
Ymowners.com		ENOM, INC.	04/11/2022
Hoyeindustrial.com		Network Solutions, LLC	01/31/2022

ANNEX B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into effective as of April 30, 2021, by and between LAM INDUSTRIES, INC., a Texas corporation, with an address at 2099 US Highway 287 E, Iowa Park, TX 76367 ("Assignor"), and ALL STATES AG PARTS, LLC, Delaware limited liability company, with an address at 1200 Crestview Drive, Ste 1, Hudson, WI 54016 ("Assignee").

WHEREAS, Assignor and Assignee are parties to the IP 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 governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

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 applications and 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 Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee 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: LAM INDUSTRIES, INC.



Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC

Name:
Its:

[Signature Page to Trademark Assignment]

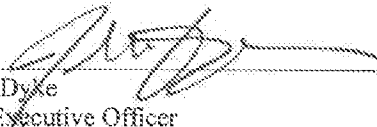
IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

Assignor: LAM INDUSTRIES, INC.

.....
Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC


.....
Name: John Dyle
Its: Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
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ATTACHMENT A
TO TRADEMARK ASSIGNMENT

Country-Level Trademark Applications and Registrations:

Trademark	App. No./ Reg. No.	Application Date	Registration Date	Country	Status
	RN: 4082463 SN: 85222970	January 21, 2011	January 10, 2012	U.S.	Registered
	RN: 4066099 SN: 85222909	January 21, 2011	December 6, 2011	U.S.	Registered

ANNEX C

COPYRIGHT ASSIGNMENT AGREEMENT

This Copyright Assignment Agreement ("Copyright Assignment") is made and entered into effective as of April 30, 2021, by and between HOYE TRACTOR PARTS, INC., a Texas corporation, with an address at 2099 US Highway 287 E, Iowa Park, TX 76367 ("Assignor"), and ALL STATES AG PARTS, LLC, Delaware limited liability company, with an address at 1200 Crestview Drive, Ste 1, Hudson, WI 54016 ("Assignee").

Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Copyrights (as defined below), and to execute and deliver this Assignment for recording with the U.S. Copyright Office.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Copyrights"): (a) the copyright registrations, applications, and exclusive copyright licenses set forth on Attachment A and all issuances, extensions, and renewals thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, international 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, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, 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 Register for Copyrights in the U.S. Copyright Office to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's reasonable 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 reasonably necessary to effect, evidence or perfect the assignment of the Copyrights.

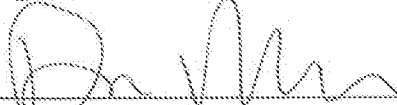
3. Successors and Assigns. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

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 duly executed and delivered this Copyright Assignment as of the date first written above.

Assignor: HOYE TRACTOR PARTS, INC.



Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC

Name:
Its:

[Signature Page to Copyright Assignment Agreement]

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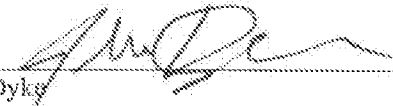
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Copyright Assignment as of the date first written above.

Assignor: HOYE TRACTOR PARTS, INC.

Name: Aaron Murray
Its: President

AGREED TO AND ACCEPTED:

Assignee: ALL STATES AG PARTS, LLC



Name: John Dylka
Its: Chief Executive Officer

[Signature Page to Copyright Assignment Agreement]

TRADEMARK
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**ATTACHMENT A
TO COPYRIGHT ASSIGNMENT**

U.S. Registered Copvrights:

Title	Registration Number	Registration Date
10 Tips to Save You Money on Your Yanmar, et al.	TXu002030260	2016-10-14
14 Articles - 2010.	TXu002030192	2016-10-13
2 Articles - 2012.	TXu002029880	2016-10-12
2 Articles - 2015.	TXu002029869	2016-10-12
3 Articles - March 2016.	TXu002028692	2016-09-27
7 Articles - 2008, et al.	TXu002032520	2016-10-12
Testing a Starter.	TXu002028696	2016-09-27
Tractor Guide - Aug. 2016.	TXu002028720	2016-09-28
What Is It Worth.	TXu002030258	2016-10-14
YNM Tractors.	TXu002028693	2016-09-27