

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiger Lights LLC		07/15/2021	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Arrowhead Engineered Products, Inc.		
Street Address:	3705 95th Ave N.E.		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4600061	TIGERLIGHTS	
CORRESPONDENCE DATA			
Fax Number:	19690.6		
<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:	6126046718		
Email:	trademark@winthrop.com		
Correspondent Name:	Michael T. Olsen		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower, Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Michael T. Olsen		
SIGNATURE:	/mto/		
DATE SIGNED:	07/19/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of July 15, 2021 (“**Effective Date**”), is entered into by and between Tiger Lights LLC, an Oregon limited liability company (“**Assignor**”) in favor of Arrowhead Engineered Products, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignee has entered into an Asset Purchase Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), by and among Assignor, Assignee, Randy Raschein and Dana Mikkelsen, pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver the Purchased Assets, free and clear of all Liens, to Buyer.

WHEREAS, the Purchased Assets of the Assignor include the trademark registration set forth on Schedule A (the “**Assigned Trademark**”).

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

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademark, together with all the goodwill associated with the use of or symbolized by the Assigned Trademark, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademark, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademark, and all other rights, including common law rights, relating to the Assigned Trademark, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Agreement not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademark in the name of the Assignee.

SECTION 4. Further Assurances.

(a) At the request of Assignee and at the reasonable expense of Assignee, (or its successors, assigns or legal representatives), Assignor shall timely execute and deliver any additional documents and perform any additional acts that Assignee or its counsel may request to

assist in the implementation, recordation or perfection of this Agreement and Assignee's interest in and to the Assigned Trademark.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under **Section 4(a)**, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by the Assignor.

SECTION 5. Subject to Purchase Agreement. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 6. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

SECTION 7. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.


SECTION 8. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedule hereto shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to principles of conflicts of law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

TIGER LIGHTS LLC

By: 
Name: DANA MIKKELSEN
Title: OWNER

[Signature Page to Trademark Assignment]

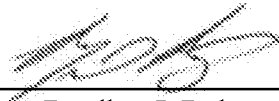
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TRADEMARK
REEL: 007359 FRAME: 0050

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

ARROWHEAD ENGINEERED PRODUCTS, INC.

By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A

ASSIGNED TRADEMARK

Mark	Jurisdiction	Reg. No. Reg. Date	Owner
TIGERLIGHTS	USA	4600061 Sept. 9, 2014	Tiger Lights, LLC