

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Briggs Manufactured Products Company, LLC aka Briggs Manufactured Products Company LLC		10/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	D-M-S HOLDINGS, INC.		
Street Address:	1931 Norman Drive South		
City:	Waukegan		
State/Country:	ILLINOIS		
Postal Code:	60085		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1250242	HEELBO	
Registration Number:	5032900	HEELBO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia Larson, Sr. Trademark Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	11/02/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of October ³⁰ 2021, is made by BRIGGS MANUFACTURED PRODUCTS COMPANY LLC ("**Assignor**"), a Delaware limited liability company, located at 7300 Westown Parkway West Des Moines, Iowa 50266, in favor of D-M-S HOLDINGS, INC. ("**Assignee**"), a Delaware corporation, located at 1931 Norman Drive South Waukegan, Illinois 60085.

WHEREAS, Assignor wishes to convey, transfer, and assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in and to certain Assigned Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Assigned Trademarks, subject to the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

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, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(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, dilution, 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 officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.


BRIGGS MANUFACTURED PRODUCTS
COMPANY LLC

By: *BD*
Name: Bruce Dan
Title: Manager *CEO*

AGREED TO AND ACCEPTED:

D-M-S HOLDINGS, INC.
By: *Brad Mueller*
Name: BRAD MUELLER
Title: PRESIDENT

SCHEDULE 1

Trademark	App. No./ Reg. No.	Jurisdiction	Reg. Date	Status
HEELBO	RN: 1250242 SN: 73373596	U.S.	September 6, 1983	Registered
HEELBO (and Design) 	RN: 5032900 SN: 86659877	U.S.	August 30, 2016	Registered
HEELBO	AN: 900524249	United Kingdom	June 28, 2999	Registered
HEELBO	AN: 1115378	United Kingdom	June 4, 1979	Registered
HEELBO	RN: 000524249 AN: 000524249	European Union	June 28, 2000	Registered
HEELBO (and Design) HEELBO	RN: 5004490 AN: 5004490.10	China	October 21, 2008	Registered
喜尔博 喜尔博	RN: 5004489 AN: 5004489-10	China	October 21, 2008	Registered