

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David Aguilar		12/10/2021	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Altec Industries, Inc.
<b>Street Address:</b>	210 Inverness Center Drive, Suite
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35242
<b>Entity Type:</b>	Corporation: ALABAMA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	6145913	A AERIAL
<b>Registration Number:</b>	6151328	AAEROLL

## CORRESPONDENCE DATA

Fax Number: 2059057009

*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: 2057297000

Email: david@richardson.law

Correspondent Name: David E. Malick

Address Line 1: 22 Inverness Center Parkway

Address Line 2: Suite 500

Address Line 4: Birmingham, ALABAMA 35242

<b>NAME OF SUBMITTER:</b>	David E. Malick
<b>SIGNATURE:</b>	/David E. Malick/
<b>DATE SIGNED:</b>	12/15/2021

## Total Attachments: 5

source=Intellectual Property Assignment-AAerial-Altec-Fully Executed#page1.tif

source=Intellectual Property Assignment-AAerial-Altec-Fully Executed#page3.tif

source=Intellectual Property Assignment-AAerial-Altec-Fully Executed#page4.tif

OP \$65.00 6145913

source=Intellectual Property Assignment-AAerial-Altec-Fully Executed#page5.tif

source=Intellectual Property Assignment-AAerial-Altec-Fully Executed#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of December 10, 2021, is entered into by and among Altec Industries, Inc., an Alabama corporation ("Buyer"), A-Aerial Service Company, Inc., a California corporation ("ASC"), Denise Miller, an individual resident of the State of California, and David Aguilar, an individual resident of the State of California (the "Shareholders" and, together with ASC, the "Seller Parties").

### RECITALS

A. Buyer and the Seller Parties have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, ASC agreed to sell, transfer, assign, convey, deliver and set over to Buyer, and Buyer agreed to purchase and acquire from the Seller Parties, free and clear of all Encumbrances (other than Permitted Encumbrances), all of the Seller Parties' right, benefit, title, and interest in, to, and under all intellectual property assets or similar rights used in the operation of the Business including, without limitation, (i) the Seller Parties' rights, if any, with respect to the name "A-Aerial Service Company" or any derivation thereof, and (ii) the Seller Parties' rights in the development and/or design of any products, including, without limitation, (a) those domain names set forth on Schedule A attached hereto; and (b) those trademarks set forth on Schedule B attached hereto (collectively, the "Intellectual Property Assets"). The Shareholders are the sole shareholders of ASC and therefore are receiving substantial benefit from the transactions under the Purchase Agreement.

B. This Agreement is being executed pursuant to the Purchase Agreement, and capitalized terms used and not defined herein shall have the meanings given to them in the Purchase Agreement.

### AGREEMENT

The parties hereto, intending to be legally bound, hereby agree as follows:

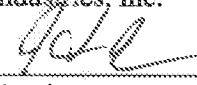
1. Effective as of the Effective Time and subject to the terms and conditions of the Purchase Agreement, for true and lawful consideration paid to ASC by Buyer, each of the Seller Parties hereby sells, transfers, assigns, conveys, delivers and sets over to Buyer, and Buyer hereby purchases and acquires from the Seller Parties, free and clear of all Encumbrances (other than the Permitted Encumbrances), all of the Seller Parties' right, benefit, title, and interest in, to, and under (i) the Intellectual Property Assets, (ii) the goodwill of the Business symbolized by the Intellectual Property Assets, (iii) any common law rights of the Seller Parties to the Intellectual Property Assets, and (iv) any moral rights and trade secrets of the Seller Parties embodied within the Intellectual Property Assets. The Seller Parties hereby agree that, as to any Intellectual Property Assets or interest in any Intellectual Property Assets intended to be sold, transferred, assigned, conveyed, delivered and set over to Buyer pursuant to this Agreement and title to which does not pass to Buyer pursuant to this Agreement or any transfers or conveyances that are from time to time executed and delivered pursuant to this Agreement, the Seller Parties shall hold the same in trust for Buyer, its successors and assigns, to sell, transfer, assign, convey, deliver and set over as Buyer directs from time to time.

2. The Seller Parties hereby agree that a copy of this Agreement is to be deemed a full legal and formal equivalent of any assignment, consent to file or similar document that could be required in any country for any purpose and more particularly in proof of the right of Buyer or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

Each of the undersigned, intending to be legally bound, has executed this Agreement or has caused this Agreement to be duly executed on such undersigned's behalf by an authorized representative as of the date first set forth above.

**BUYER:**

Altec Industries, Inc.

By:  .....

Name: Hudson Moore

Title: VP, Finance and Treasurer

**ASC:**

A-Aerial Service Company, Inc.

By: .....

Name: Denise Miller

Title: Chief Executive Officer

**SHAREHOLDERS:**

.....  
Denise Miller

.....  
David Aguilar

Each of the undersigned, intending to be legally bound, has executed this Agreement or has caused this Agreement to be duly executed on such undersigned's behalf by an authorized representative as of the date first set forth above.

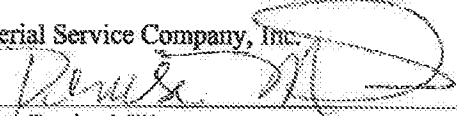
**BUYER:**

Altec Industries, Inc.

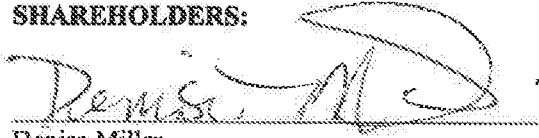
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASC:**

A-Aerial Service Company, Inc.

By:   
Name: Denise Miller  
Title: Chief Executive Officer

**SHAREHOLDERS:**

  
Denise Miller

  
David Aguilar

## SCHEDULE A

### DOMAIN NAMES

- Linemen-tools.com
- Aeriallifttrucks.com
- Aeriallifttruck.com
- Allstarsolar.com
- Lineman-safety.com
- Aaerialtools.com
- Linemen-safety.com
- Aaerial-tools.com
- Linemensafety.com
- Allstarutility.com
- Allstarutility.net
- Allstarsolar.net
- Pole-line-hardware.com
- Aaerial.com
- Aaerial.net
- Aaerial.org
- Aaerial.info
- A1aerial.com
- A-aerial.com
- Duct-rodders.com
- Cable-rollers.com
- Cable-lasher.com
- Cablelasher.com
- Lineman-tools.com
- Aerialsolar.com
- Aerial-solar.com
- Aaerialsolar.com
- Aaerial-solar.com
- Linementools.com
- Linemen-tools.net

**SCHEDULE B**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>FILING DATE</b>	<b>SERIAL NUMBER</b>	<b>REG. DATE</b>	<b>REG. NUMBER</b>
A Aerial	Dec. 18, 2019	88731421	Sept. 8, 2020	6145913
AAEROLL	Dec. 18, 2019	88731501	Sept. 15, 2020	6151328