

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706613

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
Freeland Industries, Inc.		01/31/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Behlen Mfg. Co.		
Street Address:	4025 E. 23rd St.		
City:	Columbus		
State/Country:	NEBRASKA		
Postal Code:	68601		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5938089	FREELAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4025637206		
Email:	erik.hash@behlenmfg.com		
Correspondent Name:	Erik Hash		
Address Line 1:	4025 E. 23rd St.		
Address Line 4:	Columbus, NEBRASKA 68601		
NAME OF SUBMITTER:	Erik Hash		
SIGNATURE:	/Erik Hash/		
DATE SIGNED:	02/04/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of January 31, 2022, is made by Freeland Industries, Inc. ("**Seller**"), a Wisconsin corporation, located at 1203 Adams St., Portage, Wisconsin 53901 ("**Seller**"), in favor of Behlen Mfg. Co., a Nebraska corporation, located at 4025 E. 23rd St., Columbus, Nebraska 68601 ("**Buyer**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, Freeland Trucking, Inc., and Lynn F. Van Epps on the other, dated as of January 31, 2022 (the "**Agreement**").

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patent set forth on Schedule 1 of this IP Assignment and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations set forth on Schedule 2 of this IP Assignment and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all of Seller's copyrights, including any applications for registrations, and exclusive copyright licenses and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Seller 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, 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP 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 Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FREELAND INDUSTRIES, INC.

By Lynn F Van Epps

Name: Lynn F. Van Epps

Title: President - CEO

Address for Notices:

P.O. Box 59
Portage, WI 53901

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF Columbia) SS.

On the 01 day of January, 2022, before me personally appeared Lynn Van Epps, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the CEO of Freeland Industries, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Freeland Industries, Inc. for the uses and purposes mentioned in the instrument.

My Commission: 05-01-2024
Notary Public Darlene Curtis
Printed Name: Darlene Curtis



AGREED TO AND ACCEPTED:

BEHLEN MFG. CO.

By 

Name: Erik Hash

Title: General Counsel

Address for Notices:

4025 E. 23rd St.

Columbus, NE 68601


ACKNOWLEDGMENT

STATE OF Nebraska)
) SS.
COUNTY OF Platte)

On the 31st day of JANUARY, 2022, before me personally appeared Erik Hash, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the General Counsel of Behlen Mfg. Co., the corporation described, and acknowledged the instrument to be the free act and deed of Behlen Mfg. Co. for the uses and purposes mentioned in the instrument.

My Commission Expires:

Aug 20, 2022


Notary Public
Printed Name: Cindy M Sohl

