

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sukup Manufacturing Co.		05/11/2015	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Remlinger Manufacturing Co., Inc.		
Street Address:	16394 US-224		
City:	Kalida		
State/Country:	OHIO		
Postal Code:	45853		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1766528	ACRA TILL	
Registration Number:	1886919	MARLISS	
Registration Number:	1873604	PASTURE KING	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	6144625400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	EDD / S*B		
Address Line 1:	65 E State Street, Suite 1800		
Address Line 2:	Kegler Brown Hill & Ritter Co., LPA		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Eric D. Duffee, Ohio Bar Member		
SIGNATURE:	/EDD/		
DATE SIGNED:	03/30/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of May 11, 2015, by and between Sukup Manufacturing Co., an Iowa corporation ("**Assignor**"), and Remlinger Manufacturing Co., Inc., an Ohio corporation ("**Assignee**").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**").

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of the Assignor's right, title and interest in and to the Intellectual Property in accordance with the terms and conditions of the Purchase Agreement including, without limitation, the trademarks, trademark registrations, and trademark applications listed on Exhibit A (collectively, the "**Trademarks**"), and Assignor has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark office.

The parties hereto agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, grants, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, including but not limited to the following:
 - a) the trademarks, trademark registrations and trademark applications set forth on Exhibit A attached hereto, together with all goodwill associated therewith and further including any common law trademark rights associated therewith;
 - 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, 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 authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Each of the parties hereto shall execute, acknowledge and deliver such other documents

and instruments and take such further actions as may be reasonably required or desired to carry out the provisions hereof and give effect to the transactions contemplated under the Purchase Agreement and this Assignment.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities therein, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Entire Agreement. This Assignment, together with the Purchase Agreement and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

6. Governing Law. Except where Federal law applies, this Assignment shall be governed by, and construed in accordance with, Ohio law, without giving effect to any choice or conflict of law provision or rule (whether of the state of Ohio or any other jurisdiction).

7. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument. A signed copy of this 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 Assignment.

[Signatures to follow on the next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by a duly authorized representative to be effective as of the date first set forth above.

ASSIGNOR:
SUKUP MANUFACTURING CO.

By: Charles E. Sukup
Name: CHARLES SUKUP
Title: PRESIDENT

State of Iowa)
County of Franklin) ss.:

On this 7th day of May, 2015, before me, Patricia Milota, personally appeared Charles E. Sukup acting as the President of Sukup Manufacturing Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Patricia M. Milota
Notary Public

ACCEPTED AND AGREED:



ASSIGNEE:
REMLINGER MANUFACTURING CO., INC.

By: _____
Name: _____
Title: _____

State of _____)
County of _____) ss.:

On this _____ day of _____, 2015, before me, _____, personally appeared _____ acting as the _____ of Remlinger Manufacturing Co., Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by a duly authorized representative to be effective as of the date first set forth above.

ASSIGNOR:

SUKUP MANUFACTURING CO.

By: _____

Name: _____

Title: _____

State of _____)

County of _____)

ss.:

On this _____ day of _____, 2015, before me, _____, personally appeared _____ acting as the _____ of Sukup Manufacturing Co., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

ACCEPTED AND AGREED:

ASSIGNEE:

REMLINGER MANUFACTURING CO., INC.

By: John H. Remlinger
Name: John H. Remlinger
Title: President



Virginia Lammers
Notary Public, State of Ohio
My Commission Expires 9-29-2018

State of Ohio)

County of Putnam)

ss.:

On this 7th day of May, 2015, before me, John H. Remlinger, personally appeared _____ acting as the president of Remlinger Manufacturing Co., Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Virginia Lammers
Notary Public

EXHIBIT A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Previous Implement Trademarks:

Name	Number
ACRA TILL	1,766,528
Marliss	1,886,919
Pasture King	1,873,604