

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frontier Products, Inc.		05/03/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	W.F. Taylor LLC		
Street Address:	800 College Drive		
City:	Dalton		
State/Country:	GEORGIA		
Postal Code:	30720		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6256409	U-25	
Registration Number:	6673127	INDEPENDENCE	
Registration Number:	6673126	VICTORY	
Registration Number:	6673086	U-5	
Registration Number:	6673084	U-15	
Registration Number:	6137148	FRONTIERPRODUCTSINC	
Registration Number:	6131141	BLAZING NEW TRAILS IN CONSTRUCTION TECHN	
Registration Number:	6131140	FPI	
Serial Number:	88289139	UA	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	48535-45		

OP \$240.00 6256409

NAME OF SUBMITTER:	Duncan Poirier
SIGNATURE:	/Duncan Poirier/
DATE SIGNED:	05/17/2022
Total Attachments: 5 source=14512358_1#page1.tif source=14512358_1#page2.tif source=14512358_1#page3.tif source=14512358_1#page4.tif source=14512358_1#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), dated May 3, 2021, is entered into by and between Frontier Products, Inc., a Texas corporation (the “**Assignor**”), and W.F. Taylor LLC, a Delaware limited liability company (the “**Assignee**”). This Trademark Assignment is being executed pursuant to an Asset Purchase Agreement dated of even date herewith, by and among the Assignor, the Assignee and the other parties thereto (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Trademark Assignment shall have the meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, Assignor, Assignee, and the shareholders of Assignor are parties to that certain Asset Purchase Agreement, dated of even date herewith (the “**Purchase Agreement**”).

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks set forth in the attached **Schedule A** (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor’s rights, title, and interests in and to the Marks;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in **Schedule A**, the transfer of such applications accompanies the transfer of the Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, in each case as and to the extent required under the Purchase Agreement, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

4. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic

laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

5. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

7. Notwithstanding anything herein to the contrary, the provisions of this Trademark Agreement shall be subject to the provisions of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, disclaimers, and indemnities relating to the Assumed Liabilities which are incorporated herein by this reference. The Seller is not making any representations or warranties, express or implied, in this Trademark Agreement, all such warranties being hereby disclaimed. If and to the extent the provisions of this Trademark Agreement are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: Frontier Products, Inc.

By: 

Name: Carl Nichols

Title: President

ASSIGNEE: W.F. Taylor LLC

By: _____

Name: Daniel Pelton

Title: Chief Executive Officer

[Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR: Frontier Products, Inc.

By: _____

Name: Carl Nichols

Title: President

ASSIGNEE: W.F. Taylor LLC

By:  _____

Name: Daniel Pelton

Title: Chief Executive Officer

[Trademark Assignment]

SCHEDULE A

Marks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
U-25	US	6/29/20	90025479	1/26/21	6256409	Registered
INDEPENDENCE	US	7/10/20	90046571			Pending
VICTORY	US	7/10/20	90046546			Pending
U-5	US	6/29/20	90025538			Pending
U-15	US	6/29/20	90025509			Pending
FRONTIERPRODUCTSINC	US	2/5/19	88289091	8/25/20	6137148	Registered
BLAZING NEW TRAILS IN CONSTRUCTION	US	2/5/19	88289122	8/18/20	6131141	Registered
TECHNOLOGY						
FPI	US	2/5/19	88289051	8/18/20	6131140	Registered
UA	US	2/5/19	88289139			Abandoned