

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Enterprises LLC		05/16/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	CNH Industrial America LLC		
Street Address:	700 State Street		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4732134	MILLENNIUM	
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:	2622210243		
Email:	emily.barnhart@cnhind.com		
Correspondent Name:	Emily J. Barnhart		
Address Line 1:	500 Diller Ave.		
Address Line 4:	New Holland, PENNSYLVANIA 17557		
NAME OF SUBMITTER:	Emily J. Barnhart		
SIGNATURE:	/Emily J. Baarnhart/		
DATE SIGNED:	06/02/2022		
Total Attachments: 5			
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OP \$40.00 4732134

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of May 16, 2022, by and between **CNH Industrial America LLC**, a Delaware limited liability company (“Assignee”), and **Specialty Enterprises LLC**, a Wisconsin limited liability company (“Assignor”). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement as of even date herewith (the “Purchase Agreement”) relating to the acquisition by Assignee of substantially all of the assets of Assignor, including the trademark listed on Exhibit 1 hereto (the “Trademark”).
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Liens except Permitted Liens, all of Assignor’s right, title and interest in and to the Trademark, including, without limitation, (i) the goodwill associated with the Trademark, (ii) all common law rights associated with the Trademark, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademark.
- 3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademark to record Assignee as the owner of the Trademark.
- 4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademark in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee’s reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such

document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademark is being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

SPECIALTY ENTERPRISES LLC

CNH INDUSTRIAL AMERICA LLC

By: Melanie DeMars

Name: Melanie DeMars

Its: Executive Vice President

By: _____

Name: Brad Crews

Its: President, North America

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

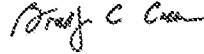
SPECIALTY ENTERPRISES LLC

CNH INDUSTRIAL AMERICA LLC

By: _____

Name: Melanie DeMars

Its: Executive Vice President

By:  _____

Name: Brad Crews

Its: President, North America

EXHIBIT 1

Jurisdiction	Trademark	Status	Class(es) & Goods	Reg. No.	Reg. Date	Recorded Owner
United States	MILLENNIUM	Registered	Machines, namely, power-operated spray booms for agricultural purposes.	4732134	May 5, 2015	Specialty Enterprises LLC

TRADEMARK

REEL: 007741 FRAME: 0295

RECORDED: 06/02/2022