

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900719697

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fence Store, LLC d/b/a Town & Country Fence		02/01/2022	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Rooster Acquisition, LLC
Street Address:	1110 25th Ave. N.
City:	Fargo
State/Country:	NORTH DAKOTA
Postal Code:	58102
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77477643	TOWN & COUNTRY FENCE
Serial Number:	77477642	TOWN & COUNTRY FENCE
Serial Number:	77477640	TOWN & COUNTRY FENCE
Serial Number:	77477612	TOWN & COUNTRY FENCE
Serial Number:	77477605	TOWN & COUNTRY FENCE
Serial Number:	77477603	TOWN & COUNTRY FENCE
Serial Number:	86339697	ISP INTERNATIONAL SECURITY PRODUCTS
Serial Number:	86339696	ISP INTERNATIONAL SECURITY PRODUCTS
Serial Number:	86339695	ISP INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477634	INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477629	INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477625	INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477622	INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477617	INTERNATIONAL SECURITY PRODUCTS
Serial Number:	77477614	INTERNATIONAL SECURITY PRODUCTS

CORRESPONDENCE DATA

Fax Number: 6129778650

TRADEMARK

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: 612-977-8634
Email: kvandenberg@taftlaw.com
Correspondent Name: Kristin A. Vandenberg
Address Line 1: 2200 IDS Center
Address Line 2: 80 South 8th Street
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M37559.00001
NAME OF SUBMITTER:	Daniel A. Rosenberg
SIGNATURE:	/Daniel A. Rosenberg/
DATE SIGNED:	10/19/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of February 1, 2022 between The Fence Store, LLC d/b/a Town & Country Fence, a Minnesota limited liability company having its principal place of business at 8511 Xylon Avenue North, Brooklyn Park, MN 55445 ("Assignor") and Rooster Acquisition, LLC, a Minnesota limited liability having its principal place of business at 1110 25th Ave. N., Fargo, ND 58102 ("Assignee"). ^{company} DNR 10-12-22

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the trademarks shown in Schedule A attached hereto ("Marks"), including any common law rights Assignor may have in the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.
3. Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date last signed below.

ASSIGNOR:

THE FENCE STORE, LLC



Name: Michael Bistodeau
Title: Chief Executive Officer

ASSIGNEE:

ROOSTER ACQUISITION, LLC

Name: Joseph L. Currier
Title: President

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date last signed below.


ASSIGNOR:

THE FENCE STORE, LLC

Name: Michael Bistodeau
Title: Chief Executive Officer

ASSIGNEE:

ROOSTER ACQUISITION, LLC



Name: Joseph L. Currier
Title: President




SCHEDULE A

Federal Trademark Registrations

<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Goods / Services</u>
TOWN & COUNTRY FENCE	3649620	May 19, 2008	CL 6: Metal fencing and parts therefor; metal gates; metal latches; and non-automatic metal turnstiles
TOWN & COUNTRY FENCE	3645855	May 19, 2008	CL 9: Automatic security gates; and electric gate operators
TOWN & COUNTRY FENCE	3569429	May 19, 2008	CL 35: Wholesale distributorships, retail store services and on-line retail store services featuring fences and fence materials and accessories
 TOWN & COUNTRY FENCE	3653334	May 19, 2008	CL 6: Metal fencing and parts therefor; metal gates; metal latches; and non-automatic metal turnstiles
 TOWN & COUNTRY FENCE	3645853	May 19, 2008	CL 9: Automatic security gates; and electric gate operators
 TOWN & COUNTRY FENCE	3649619	May 19, 2008	CL 35: Wholesale distributorships, retail store services and on-line retail store services featuring fences and fence materials and accessories
 INTERNATIONAL SECURITY PRODUCTS	4829870	July 17, 2014	CL 6: Metal fencing and parts therefor; metal gates; metal latches; and non-automatic metal turnstiles
 INTERNATIONAL SECURITY PRODUCTS	5829869 4829869	July 17, 2014	CL 9: Automatic security gates; and electric gate operators
 INTERNATIONAL SECURITY PRODUCTS	4829866 4829866	July 17, 2014	CL 35: Wholesale distributorships, retail store services and on-line retail store services featuring fences and fence materials and accessories
INTERNATIONAL SECURITY PRODUCTS	3662613	May 19, 2008	CL 6: Metal fencing and parts therefor; metal gates; latches; non-automatic metal turnstiles
INTERNATIONAL SECURITY PRODUCTS	3659978	May 19, 2008	CL 9: Automatic security gates; and electric gate operators
INTERNATIONAL SECURITY PRODUCTS	3751106	May 19, 2008	CL 35: Wholesale distributorships, retail store services and on-line retail store

Electric gate operators; Electronically-operated door latches

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<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Goods / Services</u>
			services featuring fences and fence materials and accessories
	3816131	May 19, 2008	CL 35: Wholesale distributorships, retail store services and on-line retail store services featuring fences and fence materials and accessories
	3662612	May 19, 2008	CL 6: Metal fencing and parts therefor; metal gates; metal latches; and non-automatic metal turnstiles
	3659977	May 19, 2008	CL 9: Automatic security gates; and electric gate operators

Common Law Trademarks

The Fence Store

Town and Country Fence

International Security Products

[End of Schedule A]

AMENDED TRADEMARK ASSIGNMENT

This Amended Trademark Assignment ("Assignment") is entered into as of February 1, 2022 between The Fence Store, LLC d/b/a Town & Country Fence, a Minnesota limited liability company having its principal place of business at 8511 Xylon Avenue North, Brooklyn Park, MN 55445 ("Assignor") and Rooster Acquisition, LLC, a Minnesota limited liability having its principal place of business at 1110 25th Ave. N., Fargo, ND 58102 ("Assignee"). company

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10-12-22

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its right, title and interest and goodwill in and to the trademarks shown in Schedule A attached hereto ("Marks"), including any common law rights Assignor may have in the Marks:

WHEREAS, the parties entered into a Trademark Assignment dated February, 1, 2022, transferring a number of trademarks from Assignor to Assignee, however, the Trademark Assignment inadvertently included incorrect registration numbers for two of said trademarks, and the parties enter into this Assignment to make correction, amend, and ratify the Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

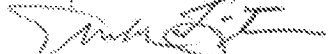
1. Assignor hereby assigns unto Assignee any and all right, title, and interest in and to the Marks, including all rights of priority, together with any and all goodwill of the business symbolized by said Marks.
2. Assignor agrees to execute all documents, papers, forms and authorizations and take all other action that may be necessary for securing, completing, or vesting in Assignee full right, title and interest in the Marks.

Assignor represents and warrants that it has full power to enter into and perform this Assignment, that it has not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the set forth above.

ASSIGNOR:



THE FENCE STORE, LLC



5-17-2022

Name: Michael Bistodeau
Title: Chief Executive Officer

SCHEDULE A

Mark	Registration Number	Filing Date	Goods/Services
 <i>International Security Products</i>	4829869	July 17, 2014	Electric gate operators; Electronically-operated door latches
 <i>International Security Products</i>	4829868	July 17, 2014	Wholesale distributorships, retail store services and on-line retail store services featuring fences and fence materials and accessories

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5-17-2022