

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoist Material Handling, Inc.		08/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	T Series LLC		
Street Address:	6901 Alico Rd. Unit 1		
City:	Ft Myers		
State/Country:	FLORIDA		
Postal Code:	33912		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87408459	TE-SERIES	
CORRESPONDENCE DATA			
Fax Number:	6305271193		
<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:	6305271595		
Email:	kebbesen@collinslaw.com		
Correspondent Name:	Katharin Ebbesen		
Address Line 1:	1770 Park Street, Suite 200		
Address Line 4:	Naperville, ILLINOIS 60540		
NAME OF SUBMITTER:	Robert L. Dawidiuk		
SIGNATURE:	/s/ Robert L. Dawidiuk		
DATE SIGNED:	08/22/2022		
Total Attachments: 4			
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OP \$40.00 87408459

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of August 16, 2022, is by and between Hoist Material Handling, Inc., a Delaware corporation (the “Assignor”) and T Series LLC, a Florida limited liability company (the “Assignee”).

RECITALS

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademark in Exhibit A attached hereto (the “Mark”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Representations and Warranties**. Assignor represents and warrants that: (i) Assignor owns the entire right, title, and interest in and to the Mark; (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect; (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity; (iv) no Encumbrance exists against the Mark; (v) Assignor has all authority necessary to enter into this Trademark Assignment and the execution and delivery of this Trademark Assignment has been duly and validly authorized; and, (vi) execution of this Trademark Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.
2. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor's entire worldwide right, title and interest in and to the Mark together with all the goodwill of the business associated therewith and symbolized thereby; (ii) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Mark, along with any priorities, rights or registrations resulting therefrom; and (iii) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
3. **Recordation and Further Action**. Assignor agrees to do all acts necessary or proper to maintain, review, and otherwise secure the grant of the Mark in the United States to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such Mark. Notwithstanding, Assignee agrees to be responsible for any filings and costs associated therewith, with the United States Patent and Trademark Office.

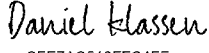
4. **Amendments**. This Trademark Assignment may not be amended except by an instrument in writing signed by both parties.
5. **Governing Law**. This Trademark Assignment will be governed by the laws of the State of Illinois without giving effect to any choice or conflict of law principles of any jurisdiction.
6. **Successors and Assigns**. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Counterparts; Facsimile or Electronic Signatures**. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

[signature page follows]

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

ASSIGNOR:

HOIST MATERIAL HANDLING, INC.

By: 

Name: Daniel Klassen

Title: President, Hoist

ASSIGNEE:

T SERIES LLC

By: 

Name: **Vincent Flaska**

Title: **President**

EXHIBIT A

Mark

Mark	Serial Number	Registration Number	Filing Date	Registration Date
TE-SERIES	87408459	5650014	April 12, 2017	January 8, 2019