

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manitou Equipment America, LLC		11/15/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Weiler, Inc.		
Street Address:	815 Weiler Drive		
City:	Knoxville		
State/Country:	IOWA		
Postal Code:	50138		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1000724	POWER-BOX	
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>			
Email:	tmadmin@reinhartlaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	11/18/2022		
Total Attachments: 4			
source=Confirmatory Trademark Assignment - Weiler Inc_#page1.tif			
source=Confirmatory Trademark Assignment - Weiler Inc_#page2.tif			
source=Confirmatory Trademark Assignment - Weiler Inc_#page3.tif			
source=Confirmatory Trademark Assignment - Weiler Inc_#page4.tif			

CH \$40.00 1000724

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (the "**Confirmatory Assignment**") is made by MANITOU EQUIPMENT AMERICA, LLC a Wisconsin limited liability company (referred to herein as "**Assignor**" and formally known as MANITOU AMERICAS, INC.) in favor of WEILER, INC., an Iowa corporation (referred to herein as "**Assignee**"). Assignor and Assignee are herein referred to as the "**Parties**" and each as a "**Party**".

WHEREAS, prior to October 22, 2014 Assignor engaged in, among other things, the business of the manufacture and distribution of asphalt pavers under the Power-box trademark (U.S. Registration No. 1,000,724) and the sale of repair parts related thereto (Collectively, the "**Business**");

WHEREAS, pursuant to an October 22, 2014 Asset Purchase Agreement ("**APA**"), Assignee purchased from Assignor certain assets, rights, and claims of the Business, including ownership of the Power-box trademark (U.S. Registration No. 1,000,724);

WHEREAS, Assignor has full authority to execute and deliver this Confirmatory Assignment and desires such Confirmatory Assignment be recorded at the United States Patent and Trademark Office in favor of Assignee.

NOW, THEREFORE, in consideration of the representations and agreements set forth in the APA and this Confirmatory Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Confirmation of Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that pursuant to the terms of the APA, Assignor irrevocably conveyed, transferred and assigned to Assignee, and

Assignee hereby accepted, all of Assignor's rights, title and interest in and to the following Trademark, together with the goodwill of the Business connected with the use of, and symbolized by, the Trademark, along with all issuance, extensions, and renewals thereof:

Trademark	Registration No.	Date of Registration	Class	Description of Goods
POWER-BOX	1,000,724	12/31/1974	007	ASPHALT PAVING MACHINERY

Additionally, Assignor also confirms Assignee has all rights of any kind whatsoever of Assignor accruing under the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world. In the event any former assignment of rights in the Trademark is deemed to be defective, Assignor promises to assign, and hereby does assign, all of Assignor's rights, title and interest in and to the Trademark, together with the goodwill of the Business connected with the use of, and symbolized by, the Trademark, along with all issuance, extensions, and renewals thereof including the right to sue for and collect damages for any acts of past infringement. For purpose of clarity, the effective date of this assignment and this confirmatory assignment shall be October 22, 2014.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Confirmatory Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such

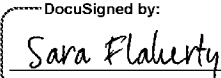
cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Governing Law. This Confirmatory Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Confirmatory Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Iowa, without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Confirmatory Assignment as of the date provided below.

ASSIGNOR

MANITOU EQUIPMENT AMERICA, LLC

Signed:  _____
B3A8F2CAF4DF4E9...

Name: Sara Flaherty _____

Title: Legal Director _____

Date: 11/15/2022 _____

48094984