

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ground Effect, LLC		08/04/2022	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Hamilton Equipment Company		
Street Address:	8801 Highway 6		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68507		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5073653	GROUNDEFFECT	
Registration Number:	5073654	GROUNDEFFECT	
CORRESPONDENCE DATA			
Fax Number:	4024755087		
<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:	4024755100		
Email:	mcowan@rembolttlawfirm.com		
Correspondent Name:	Max L. Rodenburg		
Address Line 1:	1128 Lincoln Mall, Suite 300		
Address Line 2:	3 Landmark Centre		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Max L. Rodenburg		
SIGNATURE:	/Max L. Rodenburg/		
DATE SIGNED:	10/31/2022		
Total Attachments: 3			
source=General Assignment & Bill of Sale - Ground Effect trademarks 08.04.2022 4895-2874-7068 v.1#page1.tif			
source=General Assignment & Bill of Sale - Ground Effect trademarks 08.04.2022 4895-2874-7068 v.1#page2.tif			
source=General Assignment & Bill of Sale - Ground Effect trademarks 08.04.2022 4895-2874-7068 v.1#page3.tif			

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Exhibit A

GENERAL ASSIGNMENT AND BILL OF SALE

KNOW ALL BY THESE PRESENTS:

THAT this General Assignment and Bill of Sale is made, executed and delivered for and on behalf of the consideration provided for in the Agreement for Purchase and Sale of Assets dated as of August 4, 2022 (the "Agreement"), by and between Ground Effect, LLC, a Nebraska limited liability company (hereinafter "Seller"), and Hamilton Equipment Company, a Nebraska corporation (hereinafter "Buyer").

THAT Seller does by these presents, grant, bargain, sell, convey, warrant, transfer, assign, set over and deliver unto Buyer, its successors and assigns, all of the following described property:

All the assets associated with the ownership and operation of Seller's ~~equipment sales~~ business in Lincoln, Nebraska (the "Business"), including the following:

(a) All machinery, equipment, inventory, signs, tools, supplies, furniture, computers, tablets and other similar electronics, fixtures and other tangible personal property which is or may be used in the course of the Business, including such tangible personal property identified on Schedule 1.1(a):

(b) All (i) trademarks (specifically including but not limited to U.S. Registration No. 5073653 and U.S. Registration No. 5073654), service marks, trade dress, logos, trade names (specifically including the trade names "GroundEffect" and "GroundEffect (Stylized/Design)"), copyrights, patents (specifically including but not limited to U.S. Patent No. 9,402,338 and U.S. Patent No. 9,408,339), and any registrations and applications for registration thereof; (ii) telephone numbers, internet domain names and social media account names or user names (including "handles"), all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto; (iii) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (iv) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; (v) all other intellectual property and proprietary rights; and (vi) customer lists, prospective customer lists, customer purchasing histories, price lists, distribution lists, supplier and vendor lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data, and copies and tangible embodiments of all of the foregoing.

(c) Prepaid expenses, advance payments, refunds, deposits, goodwill, and going concern value associated with the Business;

(d) All licenses and permits related to the operation of the Business to the extent the same may be assigned in accordance with applicable law;

(e) All contracts, personal property leases, licenses, commitments, and all other agreements and legally binding arrangements, whether written or oral, of Seller necessary or convenient to the operation of the Business specifically set forth on Schedule 1.1(e).

but specifically excluding cash; cash equivalents; Seller's accounts receivable as of the Closing Date; Seller's bank accounts; Seller's books and records pertaining to corporate organization; any property, casualty, workers' compensation or other insurance policy or related insurance services contract held by Seller, and any rights of Seller under any such insurance policy or contract; and any employee benefit plans and corresponding assets or any rights of Seller in the employee plans provided by Seller to employees. All of the included assets shall be collectively referred to as the "Purchased Assets."

TO HAVE AND TO HOLD all the said Purchased Assets unto Buyer, its successors and assigns forever. Seller does for itself and its successors and assigns covenant and agree with the Buyer, its successors and assigns, that Seller is the true and lawful owner of the Purchased Assets and has the lawful authority to sell and transfer the same; that the same are free and clear of all liens, restrictions, and encumbrances (other than those specifically assumed by Buyer), and that Seller, its successors and assigns, warrants and shall defend the same against claims and demands of all persons whomsoever.

Seller agrees that it will hereafter execute and deliver any further assignments, instruments of transfer, bills of sale or conveyances which may be necessary or which may be deemed necessary by Buyer to vest in Buyer the aforesaid Purchased Assets hereby conveyed.

All of the warranties, representations, agreements and indemnifications set forth in the Agreement are incorporated herein by this reference and shall survive the delivery of this instrument.

IN WITNESS WHEREOF, Seller has caused this General Assignment and Bill of Sale to be executed on its behalf by its duly authorized officers on the 4 day of August 2022.

SELLER:

Ground Effect, LLC

Glen Sprague
By: Glen Sprague
Its: owner

STATE OF NEBRASKA)
COUNTY OF Lincoln) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 2022, by Glen Sprague of Lincoln, NE.

Peggy S McDonald
Notary Public

