

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATEK Fluidall, LLC		11/28/2022	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Tank Holding Corp.		
Street Address:	6940 O Street		
Internal Address:	Suite 100		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4091371	FLUIDALL	
Registration Number:	2357558	TOTE-A-LUBE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46678-17		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		
DATE SIGNED:	12/08/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 28, 2022, is made by and between ATEK Fluidall, LLC, a Minnesota limited liability company, (the "Assignor"), on the one hand, and Tank Holding Corp., a Delaware corporation ("Assignee"), on the other hand. Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties." Terms capitalized but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of November 28, 2022 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, convey, assign, transfer, and deliver to Assignee, and Assignee desires to purchase, acquire, and accept from Assignor, all of Assignor's right, title, and interest in, to, and under all of the registered and applied for trademarks listed on Schedule 1 hereto (the "Trademarks"), together with all goodwill associated therewith; and

WHEREAS, this Agreement will be executed in connection with the Closing under the Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement 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:

Section 1. Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, all of Assignor's right, title, and interest in, to and under the Trademarks, together with (A) all common law rights or other rights in or to any of the foregoing, and all goodwill associated with any of the foregoing, (B) all registrations and applications for registration of any of the foregoing, and all rights to register any of the foregoing, (C) all renewals, extensions, reexaminations and continuations of any of the foregoing, and rights to any other registrations or applications based upon, claiming priority from, or claiming common parentage with, any of the foregoing, and the right to obtain or file for any renewals, extensions, reexaminations and continuations of, and any other registrations or applications based upon, claiming priority from or claiming common parentage with, any of the foregoing, (D) all income, royalties, damages and payments due or payable at the Effective Date or thereafter (including damages and payments for past or future infringements or misappropriations thereof), (E) the right to sue and recover for past infringements or misappropriations thereof, (F) any and all corresponding rights that, now or hereafter, may be secured throughout the world and (G) all copies and tangible embodiments of any of the foregoing.

Section 2. Recordation. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 3. Further Assurances. Each Party shall promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the requesting Party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents (as defined in the Purchase Agreement).

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.


Section 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that all Parties need not sign the same counterpart..

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

ATEK Fluidall, LLC

By: 
Name: Kevin Postman
Title: CEO

ASSIGNEE:


Tank Holding Corp.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


ASSIGNOR:

ATEK Fluidall, LLC

By: 
Name: Kevin Palmer
Title: CEO

ASSIGNEE:

Tank Holding Corp.

By: 
Name: Greg Wood
Title: President/CEO

Schedule 1

Trademarks

Mark	Country	App No.	App Date	Reg No.	Reg Date
FLUIDALL	United States (Federal)	77738251	5/15/2009	4091371	1/24/2012
TOTE-A-LUBE	United States (Federal)	75764441	7/30/1999	2357558	6/13/2000

[Schedule 1 to Trademark Assignment Agreement]

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RECORDED: 12/08/2022

TRADEMARK
REEL: 007912 FRAME: 0191