# OP \$90.00 5418854

ETAS ID: TM794716

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ILC Dover LP		01/17/2023	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	PS Industries Incorporated		
Street Address:	1150 S 48th Street		
City:	Grand Forks		
State/Country:	NORTH DAKOTA		
Postal Code:	58201		
Entity Type:	Corporation: NORTH DAKOTA		

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5418854	FLEX-WALL
Registration Number:	5418855	FLEX-GATE
Registration Number:	5402286	FLEX-COVER

### **CORRESPONDENCE DATA**

**Fax Number:** 6124927077

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:** 6124927717

Email: mhill@fredlaw.com

Correspondent Name: Michelle Hill

**Address Line 1:** 200 South 6th Street

Address Line 2: SUITE 4000

Address Line 4: Minneapolis, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER: 56474.4

NAME OF SUBMITTER: Michelle Hill

SIGNATURE: /Michelle Hill/

DATE SIGNED: 03/15/2023

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into effective as of January 17, 2023, by and between ILC Dover LP, a Delaware limited partnership ("<u>Assignor</u>"), and PS Industries Incorporated, a North Dakota corporation ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to the IP Assignment Agreement of an even date herewith, whereby Assignor has agreed to assign the Trademarks (as defined below), and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks, and trademark applications and registrations, and all extensions and renewals thereof, set forth on <u>Attachment A</u> hereto (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks; provided that, with respect to intent-to-use applications, if any, the transfer of such accompanies the transfer of Assignor's ongoing and existing business or portion thereof to which the trademark pertains.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon Assignee request. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary to effect, evidence or perfect the assignment of the Trademarks.
- 3. <u>Successors and Assigns</u>. This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.

[Signature Page Follows]

IN WITNESS WHEREOF, As Agreement as of the date first written a	signor have duly executed and delivered this Trademark bove.
	Assignor: ILC Dover LP
	Corey with
	Name: Corey Walker
	Its: President
AGREED TO AND ACCEPTED:	Assignee: PS Industries Incorporated
	Name:

Its:

[Signature Page to Trademark Assignment]

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

**Assignor: ILC Dover LP** 

Name: Corey Walker

Its: President

AGREED TO AND ACCEPTED:

**Assignee: PS Industries Incorporated** 

A248551D3F1444D.

Name: Cory Melland

Its: President

# ATTACHMENT A TO TRADEMARK ASSIGNMENT

Trademark	App. No. and Date	Reg. No. and Date	Country
FLEX-WALL	87004729	5418854	US
	04/18/2016	03/06/2018	
FLEX-GATE	87004756	5418855	US
	04/18/2016	03/06/2018	
FLEX-COVER	87004780	5402286	US
	04/18/2016	02/13/2018	

**RECORDED: 03/15/2023**