

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795291

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900748703
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heartland Communications Group, Inc.		02/03/2023	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Catalyst Communications Network, LLC
Street Address:	132 Grace Point Way
City:	Inlet Beach
State/Country:	FLORIDA
Postal Code:	32461
Entity Type:	Limited Liability Company: FLORIDA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5842079	CHICKEN WHISPERER
Registration Number:	1065766	CONTRACTORS HOT LINE
Registration Number:	1072215	FARMERS HOT LINE
Registration Number:	1158077	HOT LINE
Registration Number:	2681277	HOT LINE ANTIQUE TRACTOR GUIDE
Registration Number:	1278021	HOT LINE FARM EQUIPMENT GUIDE
Registration Number:	1284271	INDUSTRIAL MACHINE TRADER
Registration Number:	2761744	IRON MEMORIES
Registration Number:	3196705	LIFT AND ACCESS
Registration Number:	5180561	LHI LIFT & HOIST INTERNATIONAL
Registration Number:	2675246	PARTS CONNECTION
Serial Number:	97299074	PARTS CONNECTION

CORRESPONDENCE DATA

Fax Number: 5152464550

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: 5152464546
Email: aplummer@dickinsonlaw.com
Correspondent Name: Amy Plummer
Address Line 1: 699 Walnut St Ste 1600
Address Line 4: Des Moines, IOWA 50309

ATTORNEY DOCKET NUMBER: 14438-208

NAME OF SUBMITTER: Amy D. Plummer

SIGNATURE: /Amy D Plummer/

DATE SIGNED: 03/17/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated February 3, 2023, is made by Heartland Communications Group, Inc. (“**Seller**”), an Iowa corporation, located at 1003 Central Avenue, Fort Dodge, Iowa 50501, in favor of Catalyst Communications Network, LLC (“**Buyer**”), a Florida limited liability company, located at 132 Grace Point Way, Inlet Beach, Florida 32461, the purchaser of substantially all of the assets of Seller’s magazine publication business, pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of February 3, 2023 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyrights relating to the publications identified on Schedule 2 attached hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and any corresponding entity or agency in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

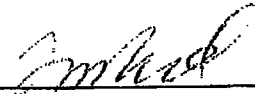
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller:

**HEARTLAND COMMUNICATIONS
GROUP, INC., an Iowa corporation**

By: 

Name: Lucas J. Peed

Title: Authorized Representative

Buyer:

**CATALYST COMMUNICATIONS
NETWORK, LLC,**

a Florida limited liability company

By: _____

Name: _____

Title: _____

SC-02-2

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Seller:

**HEARTLAND COMMUNICATIONS
GROUP, INC., an Iowa corporation**

By: _____

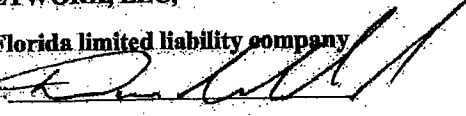
Name: Lucas J. Peed

Title: Authorized Representative

Buyer:

**CATALYST COMMUNICATIONS
NETWORK, LLC,**

a Florida limited liability company

By: 

Name: Don Schmitt Jr.

Title: PARTNER

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS****Trademark Registrations**

Reg. or Serial No.	Mark:	Registration Date:	Jurisdiction:
2889024	ACREAGE	9/28/2004	United States (USPTO)
4435851	ACREAGE LIFE	11/19/2013	United States (USPTO)
5842079	CHICKEN WHISPERER	8/27/2019	United States (USPTO)
1065766	CONTRACTORS HOT LINE	5/17/1977	United States (USPTO)
279106	CRANE HOT LINE	4/29/2003	Iowa
1072215	FARMERS HOT LINE	8/30/1977	United States (USPTO)
1158077	HOT LINE	6/23/1981	United States (USPTO)
2681277	HOT LINE ANTIQUE TRACTOR GUIDE	1/28/2003	United States (USPTO)
1278021	HOT LINE FARM EQUIPMENT GUIDE	5/15/1984	United States (USPTO)
1284271	INDUSTRIAL MACHINE TRADER	7/3/1984	United States (USPTO)
2761744	IRON MEMORIES	9/9/2003	United States (USPTO)
3196705	LIFT AND ACCESS	1/9/2007	United States (USPTO)

Reg. or Serial No.	Mark:	Registration Date:	Jurisdiction:
5180561		4/11/2017	United States (USPTO)
2675246	PARTS CONNECTION	1/14/2003	United States (USPTO)
97/299,074	PARTS CONNECTION	3/7/2022	United States (USPTO)