

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801372

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900756753		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCNEILUS COMPANIES, INC.		03/01/2023	Corporation: MINNESOTA
MCNEILUS TRUCK AND MANUFACTURING, INC.		03/01/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	LMI US, LLC		
Street Address:	519 East Highway Street		
City:	Dodge Center		
State/Country:	MINNESOTA		
Postal Code:	55927		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1139886	BRIDGEMASTER	
Registration Number:	2765376	REVOLUTION	
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>			
Phone:	312-840-4333		
Email:	jberman@taftlaw.com		
Correspondent Name:	Jane S. Berman		
Address Line 1:	111 East Wacker Drive, Suite 2600		
Address Line 2:	Taft Stettinius & Hollister LLP		
Address Line 4:	Chicago, ILLINOIS 60601-4208		
ATTORNEY DOCKET NUMBER:	RIG03-GN085		
NAME OF SUBMITTER:	Jane S. Berman		
SIGNATURE:	/Jane S. Berman/		
DATE SIGNED:	04/07/2023		

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), effective as of February 28 2023, is made by (i) **McNeilus Companies, Inc.**, a Minnesota corporation; and (ii) **McNeilus Truck and Manufacturing, Inc.**, a Minnesota corporation (together with McNeilus Companies, Inc., the “Sellers,” and each a “Seller”), in favor of **LMI US, LLC**, a Delaware limited liability company.

WHEREAS, LMI US, LLC, together with **1000423440 ONTARIO INC.**, a corporation formed under the laws of Ontario, Canada (together with LMI US, LLC, the “Buyers,” and each a “Buyer”), have entered with Sellers into that certain Stock and Asset Purchase Agreement dated January 30, 2023 (the “SAPA”), pursuant to which an Intellectual Property Agreement (the “Intellectual Property Agreement”) was contemplated under the terms of the SAPA; and

WHEREAS, under the terms of the SAPA and the Intellectual Property Agreement, Sellers have conveyed, transferred, and assigned to Buyers, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Assignment for the purposes of evidencing and recording the assignment of such certain intellectual property with the United States Patent and Trademark Office, and with other corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for valuable consideration, which includes the consideration of the covenants and agreements set forth herein, and in the SAPA and the Intellectual Property Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Each of the Sellers has sold, conveyed, assigned, transferred, and delivered to LMI US, LLC its entire right, title, and interest in and to all Intellectual Property that is exclusively related to the Business in that it (i) is used for the operation of the Business, or has been so used within the last twelve months, and (ii) has not been used within the Retained Business, which Intellectual Property includes, without limitation, (a) those assets listed in Attachment I and Attachment II to this Assignment, together with all of the goodwill of the Business associated with each of the trademarks, service marks, and trade names listed in Attachment II to this Assignment, and (b) all of the registrations, issued patents, applications, continuations, continuations-in-part, divisionals, reissues, extensions, reexaminations, and renewals of any of the foregoing. For the avoidance of doubt, the Assigned IP, defined in the Intellectual Property Agreement, does not include those assets and/or technologies listed in Attachments III–V of the Intellectual Property Agreement, subject to the licenses granted therein.

2. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings assigned to them in the SAPA and the Intellectual Property Agreement.

3. The Buyers and Sellers acknowledge and agree that this Assignment is executed pursuant to the SAPA and the Intellectual Property Agreement, to which reference is made for a statement of various rights and obligations of Sellers and Buyers. The representations, warranties, covenants, agreements, and indemnities contained in the SAPA and/or the Intellectual Property 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 this Assignment and those of the SAPA and/or the Intellectual Property Agreement, the terms of the SAPA shall govern, unless the Intellectual Property Agreement is more specific than the SAPA, in which case the terms of the Intellectual Property Agreement shall govern.

Remainder of Page Intentionally Left Blank

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

McNeilus Companies, Inc., One of the Sellers

By: [Signature]

Print Name: Ignacio A. Cortina

Title: Executive Vice President and Secretary

Date: March 1, 2023

McNeilus Truck and Manufacturing, Inc., One of the Sellers

By: [Signature]

Print Name: Ignacio A. Cortina

Title: Executive Vice President and Secretary

Date: March 1, 2023

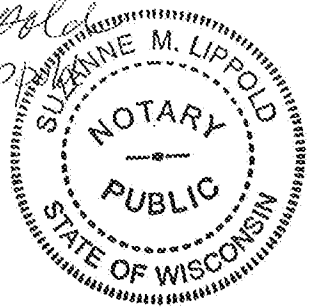
ACKNOWLEDGMENT

STATE OF [STATE])
COUNTY OF [COUNTY])SS.

On the 28th day of February 2023, before me personally appeared Ignacio A. Cortina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the [SIGNATORY TITLE] of **McNeilus Companies, Inc.**, a Minnesota corporation, and acknowledged the instrument to be the free act and deed of McNeilus Companies, Inc., for the uses and purposes mentioned in the instrument.

My Commission Expires: 7/21/2026

[Signature]
Notary Public
Printed Name: Suzanne M. Lippold



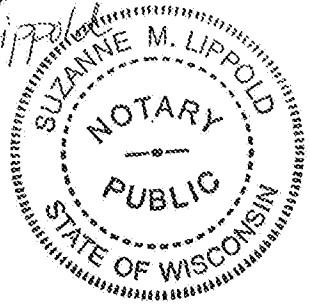
ACKNOWLEDGMENT

STATE OF [STATE])
COUNTY OF [COUNTY])SS.

On the 28th day of February 2023, before me personally appeared Ignacio A. Cortina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the [SIGNATORY TITLE] of **McNeilus Truck and Manufacturing, Inc.**, a Minnesota corporation, and acknowledged the instrument to be the free act and deed of McNeilus Truck and Manufacturing, Inc., for the uses and purposes mentioned in the instrument.

My Commission Expires: 7/21/2026

[Signature]
Notary Public
Printed Name: Suzanne M. Lippold



ACCEPTED AND AGREED:

LMI US, LLC, One of the Buyers

DocuSigned by:
By: Eric J. Mara
Print Name: Eric J. Mara
Title: Chief Executive Officer
Date: _____

-- Attachments I and II to this Assignment begin on the following page --

Attachment I to Intellectual Property Assignment

Title	Docket Number	Country	Status	App. Number	Pat. No.	Inventors
AXLE ATTACHMENT ARRANGEMENT FOR TAG AXLE	061300-1697	Canada	Granted	2400609	2400609	Chad O. Konop
AUXILIARY WATER TANK AND PUMP ASSEMBLY FOR A CONCRETE MIXING VEHICLE	061300-1684	United States of America	Granted	11/355049	7824096	THOMAS G. LINDBLOM; TED M. DALY; Thomas P. Quigley
AUXILIARY WATER TANK AND PUMP ASSEMBLY FOR A VEHICLE	061300-1683	Canada	Granted	2636168	2636168	THOMAS G. LINDBLOM; TED M. DALY
CONCRETE MIXER VEHICLE HAVING VERTICALLY-POSITIONED CNG FUEL TANKS	061300-2164	United States of America	Granted	14/635948	10239403	Mark D. Broker; Tim S Meilahn; Jon J. MORROW
LATCH ASSEMBLY ARRANGEMENT FOR TAG AXLE	061300-1700	Canada	Granted	2400658	2400658	Chad O. Konop
MIXER DRUM	061300-2123	Mexico	Granted	MX/i/2014/001947	46368	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
MIXER LADDER ASSIST	061300-3970	United States of America	Pending	17/831925		Robert VARAO; Bryan DATEMA; Clint Glunz
MIXING DRUM	061300-1757	United States of America	Granted	29/477768	D737866	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
MIXING DRUM	061300-2201	United States of America	Granted	29/534822	D772306	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
MIXING DRUM FOR A CONCRETE MIXING TRUCK	061300-2122	Canada	Granted	157369	157369	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch

NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1678	United States of America	Granted	12/509609	7730903	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1679	Mexico	Granted	MX/a/2009/007869	296454	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1680	Canada	Granted	2671440	2671440	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1682	United States of America	Granted	11/657351	7581557	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
SWINGING CHUTE LINKAGE ASSEMBLY	061300-1720	Canada	Granted	2697597	2697597	Kevin M. SHABER; THOMAS G. LINDBLOM
SWINGING CHUTE LINKAGE ASSEMBLY	061300-1721	United States of America	Granted	12/502361	8051970	Kevin M. SHABER; THOMAS G. LINDBLOM

Attachment II to Intellectual Property Assignment

Docket No.	Country	Status	Application Date	Reg. No.	Registration Date	Trademark	Goods
061300-1242	United States of America	Registered	2/8/78	1139886	9/23/80	BRIDGEMASTER	CLASS 12: Structural components for increasing ground support for self-propelled concrete mixer trucks
N/A	United States of America	Common Law	N/A	N/A	N/A	Bridgemaster	N/A
061300-2152	Canada	Registered	1/21/69	TMA167708	2/6/70	LONDON	Construction equipment, namely, concrete mixers, hoists, concrete carts, pumps, plaster mixers, tile moulds and transit concrete mixers. Road sand spreaders, road salt spreaders and dual truck mounted dump bodies capable of dumping to the rear and to the front.
061300-0456	Canada	Registered	9/11/02	TMA649348	9/29/05	REVOLUTION (STYLIZED W/BBLUE ``O``)	MIXING DRUMS FOR TRANSIT CONCRETE MIXING VEHICLES TRANSIT CONCRETE MIXING VEHICLES; CLASS 07: Mixing drums for transit concrete mixing vehicles.; CLASS 12: Transit concrete mixing vehicles.
061300-0525	United States of America	Registered	3/11/02	2765376	9/16/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 07: Mixing drums for transit concrete mixing vehicles.; CLASS 12: Transit concrete mixing vehicles.
061300-0471	Israel	Registered	9/11/02	159218	8/5/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 07: Mixing Drums for Transit Concrete Mixing Vehicles
061300-0497	Israel	Registered	9/11/02	159219	8/5/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 12: TRANSIT CONCRETE MIXING VEHICLES