

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BURCO, INC.		04/14/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	BURCO ACQUISITION, LLC		
Also Known As:	AKA BURCO		
Street Address:	950 West Valley Road		
Internal Address:	Suite 2900		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86512569	B	
Serial Number:	86512583	BURCO	
Serial Number:	77039499	WINDOW GLO	
Serial Number:	75152392	BURCO	
Serial Number:	75152391	REDI RACKS	
Serial Number:	74453175		
Serial Number:	73300786	REDI CUTS	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<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:	16099877050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J Stein		
Address Line 1:	100 Lenox Drive, Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott Jonathan Stein		

CH \$190.00 86512569

SIGNATURE:	/varlawyer/
DATE SIGNED:	05/02/2023
Total Attachments: 5 source=ARGOSY-Burco-Assignment of Registered Trademarks-04142023#page1.tif source=ARGOSY-Burco-Assignment of Registered Trademarks-04142023#page2.tif source=ARGOSY-Burco-Assignment of Registered Trademarks-04142023#page3.tif source=ARGOSY-Burco-Assignment of Registered Trademarks-04142023#page4.tif source=ARGOSY-Burco-Assignment of Registered Trademarks-04142023#page5.tif	

ASSIGNMENT OF REGISTERED TRADEMARKS

This ASSIGNMENT OF REGISTERED TRADEMARKS (this “*Assignment*”) is dated as of April 14, 2023, by BURCO, INC., a Michigan corporation (the “*Assignor*”), in favor of BURCO ACQUISITION, LLC, a Delaware limited liability company (the “*Assignee*”).

BACKGROUND

A. Assignor is the sole owner of the registered trademarks identified on Schedule A attached hereto and incorporated herein by reference (the “*Trademarks*”).

B. Assignor, Michael J. Mervenne, individually and as Trustee of The Revocable Trust Agreement of Michael J. Mervenne dated February 14, 2018, as amended, and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (together with the Schedules thereto, the “*Purchase Agreement*”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of substantially all of the assets of Assignor, including the Trademarks. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks in accordance with the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of Assignor’s other rights relating thereto (collectively, the “*Rights*”).

3. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor’s compliance with this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to

permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

4. Counterparts. This Assignment may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages and counterpart signature pages in "portable document format" (.pdf), all of which together shall for all purposes constitute one assignment notwithstanding that all parties have not signed the same counterpart.

5. Successors and Assigns. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

BURCO, INC.

By: Michael J. Mervenne
Name: Michael J. Mervenne
Title: President

ASSIGNEE:

BURCO ACQUISITION, LLC

By: _____
Name: Keven P. Shanahan
Title: Chairman

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

BURCO, INC.

By: _____
Name: Michael J. Mervenne
Title: President

ASSIGNEE:

BURCO ACQUISITION, LLC

By: Keven P. Shanahan
Name: Keven P. Shanahan
Title: Chairman

SCHEDULE A

Registered Trademarks

Serial No.	Reg. No.	Word Mark	IP Holder	Date Filed	Date Issued/ Published for Oppositio n	Date Granted/ Registration Date	Jurisdiction/ Issuing Governmenta l Authority
86,512,569	4,803,678	B (and design)	Seller	January 23, 2015	June 16, 2015	September 1, 2015	US; USPTO
86,512,583	4,821,455	BURCO (and design)	Seller	January 23, 2015	July 14, 2015	September 29, 2015	US; USPTO
77,039,499	3,282,038	WINDOW GLO	Seller	November 8, 2006	June 5, 2007	August 21, 2007	US; USPTO
75,152,392	2,077,605	BURCO (typed drawing)	Seller	August 19, 1996	April 15, 1997	July 8, 1997	US; USPTO
75,152,391	2,221,093	REDI RACKS	Seller	August 19, 1996	November 10, 1998	February 2, 1999	US; USPTO
74,453,175	1,907,256	N/A.; Design only – for vehicle mounted racks for carrying windshield glass	Seller	October 27, 1993	May 2, 1995	July 25, 1995	US; USPTO
73,300,786	1,195,754	REDI CUTS	Seller	March 12, 1981	February 23, 1982	May 18, 1982	US; USPTO