

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815284

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900767018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CCI Group, LLC		04/14/2023	Limited Liability Company: CALIFORNIA
General Work Products, L.L.C.		04/14/2023	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	GWP Bishop Lifting, LLC
Street Address:	2301 Commerce St Ste. 110
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4769829	BERRYLINE
Registration Number:	6612102	GRIP-TITE
Registration Number:	6542678	GENERAL WORK PRODUCTS GWP
Registration Number:	5859019	PALMER SAFETY
Serial Number:	90325460	ATERET

CORRESPONDENCE DATA

Fax Number:

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: 713-840-1666
Email: kallison@rmwbh.com
Correspondent Name: Klein K. Allison
Address Line 1: 2800 Post Oak Blvd Suite 5700
Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Klein K. Allison
SIGNATURE:	/Klein K. Allison/

DATE SIGNED:	06/06/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of April 14, 2023 (the “Closing Date”), is made by and among General Work Products, L.L.C., a Louisiana limited liability company (“Seller GWP”), CCI Group, LLC, a California limited liability company (“Seller CCI”), Plank Supply, LLC, a Delaware limited liability company (“Seller PS”, together with Seller GWP and Seller CCI, collectively, the “Sellers”), in favor of GWP Bishop Lifting, LLC, a Delaware limited liability company (“Buyer”), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement, dated as of April 14, 2023, by and among Buyer, Sellers, Gregory W. Palmer, Madeleine L. Guerin, and Gregory W. Palmer, in his capacity as Sellers’ and Owners’ Representative (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Sellers have sold, conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have 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, in consideration of the mutual covenants, terms, and conditions set forth in this IP Assignment and the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Assignment**. Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the following (the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Sellers with respect to the Assigned IP accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Sellers shall take such reasonably requested steps and actions, and provide such reasonably requested 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 Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the 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.

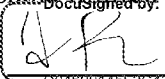
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, Sellers have duly executed this IP Assignment to be effective as of the Closing Date.

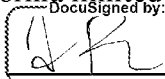
SELLERS:

GENERAL WORK PRODUCTS, L.L.C.,
a Louisiana limited liability company

By: 

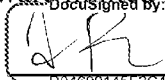
D04699145F2C42E...
Gregory W. Palmer
Manager

CCI GROUP, LLC,
a California limited liability company

By: 

D04699145F2C42E...
Gregory W. Palmer
Manager

Plank Supply, LLC,
a Delaware limited liability company

By: 

D04699145F2C42E...
Gregory W. Palmer
Manager

ACKNOWLEDGED AND ACCEPTED:

BUYER:

GWP BISHOP LIFTING, LLC,
a Delaware limited liability company

By: _____
Harold King
President

IN WITNESS WHEREOF, Sellers have duly executed this IP Assignment to be effective as of the Closing Date.

SELLERS:

GENERAL WORK PRODUCTS, L.L.C.,
a Louisiana limited liability company

By: _____
Gregory W. Palmer
Manager

CCI GROUP, LLC,
a California limited liability company

By: _____
Gregory W. Palmer
Manager


Plank Supply, LLC,
a Delaware limited liability company

By: _____
Gregory W. Palmer
Manager

ACKNOWLEDGED AND ACCEPTED:

BUYER:


GWP BISHOP LIFTING, LLC,
a Delaware limited liability company

By:  _____
Harold King (Apr 1, 2023 17:48 EDT)
Harold King
President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS

REGISTERED MARK	TYPE	OWNER	U.S. Registration or Application Number	U.S. Registration or Filing Date
BERRYLINE	WORD MARK	CCI Group, LLC	4769829	07/07/2015
GRIP-TITE	WORDMARK	CCI Group, LLC	6612102	01/11/2022
	LOGO	General Work Products, LLC	6542678	11/02/2021
PALMER SAFETY	WORD MARK	General Work Products, LLC	5859019	09/10/2019
ATERET	WORD MARK	General Work Products, LLC	90325460	4/26/2022