

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A.J. Manufacturing, Inc.		05/26/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	AJM Buy Co., Inc.		
Street Address:	1217 Oak Street		
City:	Bloomer		
State/Country:	WISCONSIN		
Postal Code:	54724		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2682597	AJ	
Registration Number:	4018830	RESPONDER DOOR	
Registration Number:	3035824	SURVIVOR	
Registration Number:	4161925	EZ-V	
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>			
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N. Water Street		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Heidi R. Thole		
SIGNATURE:	/hrt/		
DATE SIGNED:	06/12/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of May 26, 2023, by and between A. J. MANUFACTURING, INC., a Minnesota corporation ("Assignor"), and AJM BUY CO., INC., a Wisconsin corporation ("Assignee").

RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof by and between Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).
- B. Assignor is the owner of the Assigned Trademarks listed in Exhibit A.
- C. Assignor and Assignee desire, by execution of this Agreement, to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee.

AGREEMENTS

For valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" means the trademarks listed on Exhibit A, as well as all common law rights therein and all applications to register and registrations thereof and the good will that they represent, and all right, title and interest thereto, on a world-wide basis, as well as the right to sue and collect damages in Assignee's own name for any and all future infringement, dilution, or other injury to the goodwill thereof.
2. Assignment of the Assigned Trademarks. Assignor hereby transfers, sells, assigns, and conveys unto Assignee all rights, title and interest for all countries in and to the Assigned Trademarks.
3. Authorizations. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
4. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of this Agreement and shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments or other documentation) as may be reasonably required in the implementation of this Agreement; provided, however, that Assignor is not required to incur any costs in connection

therewith. This Agreement is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature, subject to Permitted Encumbrances (as defined in the Purchase Agreement)

5. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Agreement to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Agreement as provided in the Purchase Agreement, subject to the limitations provided therein.

6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state.

7. Electronic Signature; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy of this Agreement transmitted via facsimile or e-mail (e.g., pdf or tif file) bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature as originally written of such party.

[Signature page follows]

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

ASSIGNOR:

A. J. MANUFACTURING, INC.

By: DocuSigned by:
William H. Newell
343544707232401

William Newell, Chief Executive Officer

ASSIGNEE:

AJM BUY CO., INC.

By: _____
Thies Kolln, President

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

ASSIGNOR:

A. J. MANUFACTURING, INC.

By: _____
William Newell, Chief Executive Officer

ASSIGNEE:

AJMBUY CO., INC.

By: _____
Thies Kolln, President

TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 008097 FRAME: 0917

EXHIBIT A

Assigned Trademarks

Trademark/ Reg. No./ Serial No./ Disclaimer	Status/Key Dates	Relevant Goods and Services	Assignment History
AJ RN: 2682597 SN: 76265231	Renewed, January 26, 2013 First Use: March 1, 1992 Filed: May 31, 2001 Registered: February 4, 2003 Register Type: Principal Register	Int'l Class: 06 (Int'l Class: 06) steel and aluminum storm doors, access doors for heating and air conditioning roof top units, insulated entry doors, and window frames	Application to renew submitted January 30, 2023; Trademark Office is reviewing filings. Notice of Trademark Security Agreement from A.J. MANUFACTURING, INC. to FIRST BUSINESS CAPITAL CORP. Recorded: October 13, 2008 Assigned: October 2, 2008 Reel/Frame: 3869/0566 Patent, Trademark and Copyright Security Agreement from A.J. MANUFACTURING, INC. to COMERICA BANK Recorded: February 2, 2005 Assigned: January 27, 2005 Reel/Frame: 3020/0322
RESPONDER DOOR RN: 4018830 SN: 85222016	Renewed, August 16, 2022 First Use: December 22, 2008 Filed: January 20, 2011 Registered: August 30, 2011 Register Type: Principal Register	Int'l Class: 06 (Int'l Class: 06) Doors of metal, namely, rolled edge steel entry doors, pre-hung in an aluminum frame	Disclaimer: "DOOR"
SURVIVOR RN: 3035824 SN: 78549327	Renewed, June 12, 2015 First Use: January, 1986 Filed: January 18, 2005	Int'l Class: 06 (Int'l Class: 06) metal storm doors	Notice of Trademark Security Agreement from A.J. MANUFACTURING, INC. to FIRST BUSINESS CAPITAL CORP. Recorded: October 13, 2008 Assigned: October 2, 2008

Trademark/ Reg. No./ Serial No./ Disclaimer	Status/Key Dates	Relevant Goods and Services	Assignment History
	Registered: December 27, 2005 Last Renewal: December 27, 2015 Register Type: Principal Register		Reel/Frame: 3869/0566 Security Interest from A.J. Manufacturing, Inc. to COMERICA BANK Recorded: August 7, 2006 Assigned: January 27, 2005 Reel/Frame: 3363/0781
EZ-V RN: 4161925 SN: 85222012	Renewed, April 6, 2022 First Use: March 1, 2011 Filed: January 20, 2011 Registered: June 19, 2012 Register Type: Principal Register	Int'l Class: 20 (Int'l Class: 20) Non-metal window trims	