

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815332

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900767977

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shuttlewagon, Inc.	FORMERLY Nordco, Inc.	03/17/2023	Corporation:

RECEIVING PARTY DATA

Name:	Royal Parts Sales, LLC
Street Address:	6901 Alico Road Unit 1
City:	Ft. Myers
State/Country:	FLORIDA
Postal Code:	33912
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87567326	RIG-N-LIFT

CORRESPONDENCE DATA

Fax Number: 6305271193
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: 6305271595
Email: rdawidiuk@collinslaw.com
Correspondent Name: Robert Dawidiuk
Address Line 1: 1770 Park Street, Suite 200
Address Line 4: Naperville, ILLINOIS 60563

NAME OF SUBMITTER:	Robert L. Dawidiuk
SIGNATURE:	/s/ Robert L. Dawidiuk
DATE SIGNED:	06/06/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of March 17, 2023, is by and between Shuttlewagon, Inc., a Delaware corporation (the “Assignor”) and Royal Parts Sales, LLC, a Delaware limited liability company (the “Assignee”).

RECITALS

WHEREAS, the assignment effected hereby is in connection with and contemplated by the “Confidential Asset Purchase Agreement” dated as of March 17, 2023 (the “Purchase Agreement”), by and between Assignor and Assignee, pursuant to which Assignee will acquire certain assets of Assignor, as set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademarks in Exhibit A attached hereto (the “Marks”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Representations and Warranties**. Assignor represents and warrants that to Assignor’s knowledge: (a) Assignor owns the entire right, title, and interest in and to the Marks; (b) all registrations for the Marks are currently valid and subsisting and in full force and effect (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity; (d) no Lien (as defined in the Purchase Agreement) exists against the Marks; (e) Assignor has all authority necessary to enter into this Trademark Assignment and the execution and delivery of this Trademark Assignment has been duly and validly authorized.
2. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee, and Assignee hereby accepts, (a) Assignor's entire right, title and interest in and to the Marks together with all the goodwill of the business associated therewith and symbolized thereby; (b) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Marks, along with any priorities, rights or registrations resulting therefrom; and (c) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Trademark Assignment not been made.
3. **Recordation and Further Action**. Assignor shall provide Assignee cooperation and assistance at Assignee’s reasonable request and expense (including the execution and

delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the prosecution of any application for any Marks assigned herein; (b) in the prosecution or defense of any proceedings that may arise in connection with any of the trademark rights assigned herein; and (c) in the implementation or perfection of this Trademark Assignment. Notwithstanding, Assignee agrees to be responsible for any filings and costs associated therewith, with the United States Patent and Trademark Office and Assignor may be paid a reasonable fee for any cooperation or assistance which exceeds the scope of the initial assignment herein.

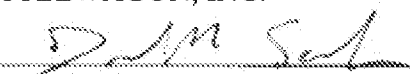
4. **Amendments**. This Trademark Assignment may not be amended except by an instrument in writing signed by both parties.
5. **Governing Law**. This Trademark Assignment will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.
6. **Successors and Assigns**. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. **Counterparts; Facsimile or Electronic Signatures**. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

SHUTTLEWAGON, INC.

By: 

Name: David Seitz

Title: Secretary

ASSIGNEE:

ROYAL PARTS SALES, LLC

By:

Name:

Title:

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

SHUTTLEWAGON, INC.

By: _____

Name: David Seitz

Title: Secretary

ASSIGNEE:

ROYAL PARTS SALES, LLC

By:  _____

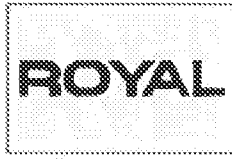
Name: **Vincent Flaska**

Title: **Owner**

EXHIBIT A

Marks

1. Haulmasters
2. Liftmasters
3. Rig-N-Lift



4. Royal and Design ()