

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midland Garage Door Manufacturing Company		06/01/2023	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Midland Garage Door Mfg Co LLC		
Street Address:	675 12th Avenue NE		
City:	West Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58078		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5698261	WINDGUARD	
Registration Number:	6195492	COLORSELECT	
Registration Number:	5561858	THERMOSTEEL	
Registration Number:	5410493	MIDLAND GARAGE DOOR	
Registration Number:	5710314	THERMOGUARD	
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:	2149994283		
Email:	ipdocketing@foley.com		
Correspondent Name:	TUAN TRAN/ FOLEY & LARDNER LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	640909-0040		
NAME OF SUBMITTER:	TUAN TRAN		
SIGNATURE:	/TUAN TRAN/		
DATE SIGNED:	07/12/2023		

OP \$140.00 5698261

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), is entered into as of June 1, 2023 (the “**Effective Date**”), between Midland Garage Door Manufacturing Company, a North Dakota corporation, (“**Assignor**”), in favor of Midland Garage Door Mfg Co LLC, a Delaware limited liability company, (“**Assignee**”). Reference is made to that certain Contribution Agreement, dated as of the date hereof, by and among Assignee, Assignor and Midland Holding Co., LLC, a Delaware limited liability company (the “**Contribution Agreement**”).

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and Assignor has 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, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations 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 Trademark;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes 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 Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the Effective Date.


**MIDLAND GARAGE DOOR
MANUFACTURING COMPANY**

By 

Name: Douglas R. Geeslin

Title: President

MIDLAND GARAGE DOOR MFG CO LLC

By 

Name: Douglas R. Geeslin

Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARK

Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
 WindGuard	US	5698261	March 12, 2019
COLORSELECT	US	6195492	November 10, 2020
THERMOSTEEL	US	5561858	September 11, 2018
MIDLAND GARAGE DOOR	US	5410493	February 27, 2018
THERMOGUARD	US	5710314	March 26, 2019