

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridger Steel, Inc.		08/29/2023	Corporation: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richard Samson (as Chapter 7 Trustee)		
<b>Street Address:</b>	1558 Amsterdam Road		
<b>City:</b>	Belgrade		
<b>State/Country:</b>	MONTANA		
<b>Postal Code:</b>	59714		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3999512	ULTRA BATTEN	
<b>Registration Number:</b>	3938535	BS BRIDGERSTEEL	
<b>Registration Number:</b>	3938534	BS BRIDGERSTEEL	
<b>Registration Number:</b>	3948443	TRUTEN	
<b>Registration Number:</b>	3948442	CREATE LASTING BEAUTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	10/10/2023		
<b>Total Attachments: 9</b>			
source=Certified Copy - Sale Order#page1.tif			

CH \$140.00 3999512

source=Certified Copy - Sale Order#page2.tif  
source=Certified Copy - Sale Order#page3.tif  
source=Certified Copy - Sale Order#page4.tif  
source=Certified Copy - Sale Order#page5.tif  
source=Certified Copy - Sale Order#page6.tif  
source=Certified Copy - Sale Order#page7.tif  
source=Certified Copy - Sale Order#page8.tif  
source=Certified Copy - Sale Order#page9.tif

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA

In re

BRIDGER STEEL, INC.,

Debtor.

Case No. 2:23-bk-20019-BPH

**ORDER APPROVING THE SALE OF ASSETS OF THE ESTATE FREE AND  
CLEAR OF LIENS, CLAIMS, INTERESTS AND OTHER ENCUMBRANCES  
AND GRANTING RELATED RELIEF**

In this Chapter 7 bankruptcy, Richard Samson ("Trustee") filed the **MOTION OF THE CHAPTER 7 TRUSTEE PURSUANT TO 11 U.S.C. §§ 105(a), 363(b) AND 363(f), AND FED. R. BANKR. P. 2002(a)(2) AND 6004 FOR ORDERS: (A) APPROVING THE SALE OF PERSONAL AND INTANGIBLE PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES SUBJECT TO THE OPPORTUNITY FOR UPSET BIDS AND AN AUCTION** at ECF No. 226 (the "Sale Motion"). In the Sale Motion, Trustee is seeking, *inter alia*, the entry of an order, pursuant to 11 U.S.C. §§ 105(a), 363(b) and 363(f) and Fed. R. Bankr. P. 2002(a)(2), and 6004, authorizing the sale of certain personal and intangible property of the Estate, as described in greater detail in the Motion (the "Assets"), pursuant to the Asset Purchase Agreement (subject to possible higher upset bids) and granting related relief. After review, this Court finds that:

- A. this matter came before this Court for hearing on August 28, 2023 (the "Sale Hearing");
- B. proper, timely, adequate, and sufficient notice of the Sale Motion, the sale of the Assets, the Bidding Procedures, the objection period and the Sale Hearing was given in accordance with § 363 of the Bankruptcy Code and Fed. R. Bankr. P. 2002 and 6004;
- C. all parties in interest were afforded a reasonable opportunity to object and to be heard with respect to the relief requested in the Sales Motion, including all parties known to claim interests in or liens upon the Assets; all governmental units, including taxing authorities who have, or as a result of the sale of the Assets may have, claims, contingent or otherwise, against the Trustee, the Debtor or the Estate in connection with Debtor's ownership of the Assets; all parties who filed requests for notice under Fed. R. Bankr. P. 2002; all creditors; and all entities that

expressed to the Trustee an interest in purchasing the Assets;

- D. At the hearing, the Trustee conducted the auction on the record between the two Qualified Bidders, Pro-Tech Steel LLC and NCI Group, Inc.<sup>1</sup> At the conclusion of the auction, NCI Group, Inc. (the "Successful Bidder") submitted the high bid in the amount of \$4,625,000.00. Pro-Tech Steel LLC ("Back-Up Bidder") submitted the next highest bid in the amount of \$4,575,000.00;
- E. the Court has reviewed and considered the Sale Motion, and notably, it was unopposed;
- F. the Court has jurisdiction and authority to grant the relief requested;
- G. without limiting the foregoing, the proposed sale is authorized under Section 363 of the Bankruptcy Code, because, among other reasons, as to each lienholder claiming a lien against any portion of the Assets, the Court finds that such lien claimant's lien is either (i) subject to a bona fide dispute; and/or (ii) that such lienholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest in an amount that is less than that is owed to the lienholder. 11 U.S.C. § 363(f)(1) and (4);
- H. consummation of the sale of the Assets at this time is in the best interests of the Estate and its creditors, the Trustee has advanced good and sufficient business justification for seeking to sell the Assets pursuant to § 363 of the Bankruptcy Code, as set forth in the Sales Motion and at the Sale Hearing, and it is a reasonable exercise of his business judgment to consummate a sale of the Assets on the terms and conditions set forth in the Asset Purchase Agreement<sup>2</sup> and to execute, deliver and perform his obligations thereunder;
- I. upon entry of this Order, the Trustee is authorized to execute and deliver the Asset Purchase Agreement to the Successful Bidder and all documents contemplated by the Asset Purchase Agreement and to perform the transactions contemplated thereby; no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Trustee to consummate the transactions contemplated by this Order and the Asset Purchase Agreement;
- J. the Asset Purchase Agreement was negotiated, proposed, and entered into in good faith, from arm's length bargaining positions by the Trustee and the Successful Bidder; and constitutes the highest and otherwise best offer for the Assets, and

---

<sup>1</sup> At the hearing, the Trustee indicated that the Initial Bidder (FGM-Fabral, LLC) did not wish to further participate in the auction.

<sup>2</sup> All references to the "Asset Purchase Agreement" contained in this Order refer to an agreement substantially in the form attached to the Sales Motion as Exhibit 1, tailored to reflect the outcome of the Auction and the Court's review thereof.

upon closing of the transactions contemplated by the Asset Purchase Agreement (the "Closing"), Successful Bidder shall be entitled to the protections of a good faith purchaser pursuant to § 363(m) of the Bankruptcy Code with respect to the transactions approved hereby;

- K. in the absence of a stay pending appeal, if any, Successful Bidder will be acting in good faith within the meaning of § 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement after entry of this Order; and the record, including the Court's observation of the auction indicates neither the Trustee nor Successful Bidder has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided or otherwise provide a basis for the granting of remedies and/or relief under the provisions of § 363(n) of the Bankruptcy Code;
- L. for these reasons, as more fully set forth in the Sales Motion and based upon the evidence set forth, the Court has authority and has found good and sufficient cause to grant certain relief requested in the Motion pursuant to 11 U.S.C. § 363(b), 363(f) and 105(a);

and therefore, IT IS HEREBY ORDERED THAT:

- 1. The Sale Motion and the relief sought therein are granted in all respects and the terms and conditions of the Asset Purchase Agreement, annexed to the Sale Motion as Exhibit 1, are approved.
- 2. The Motion was unopposed, but to the extent any filing could be construed as an objection it is overruled on the merits.
- 3. Pursuant to § 363(b) of the Bankruptcy Code, the Trustee is hereby authorized to consummate the sale of the Assets pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the Successful Bidder is hereby directed to pay all amounts due under the Asset Purchase Agreement (the "Purchase Price").
- 4. The Trustee is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions as may reasonably be requested by Successful Bidder for the purpose of assigning, transferring, granting, conveying and conferring to Successful Bidder, or reducing to possession all of the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement.
- 5. Pursuant to §§ 105(a) and 363(b) and (f) of the Bankruptcy Code, at the Closing,

Successful Bidder shall acquire all of the Trustee's, Estate's and Debtors' right, title and interest in the Assets. The transfer of the Assets pursuant to the Asset Purchase Agreement shall be free and clear of all liens, claims, encumbrances, licenses, pledges, security interests, rights of first offer and/or first refusal, buy/sell agreements, options, community and other marital property interests, equitable interests and all other restrictions and covenants with respect to, and conditions governing, the voting, transfer, receipt of income and/or exercise of any other attribute of ownership, including mortgages, conditional sale or other title retention agreements, judgments, demands, constructive or resulting trusts, right to future income, restrictions, and charges of any kind or nature (collectively, "Interests"), and free and clear of all debts, liabilities or other obligations arising in any way in connection with any acts, or failures to act, of the Debtor and/or the Trustee including, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the Closing or to the commencement of the above-captioned Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Claims"), whether arising before or after the commencement of the above-captioned case, with all such Interests and Claims released, terminated and discharged as to the Assets as of the Closing.

6. To the greatest extent allowed by applicable law, Successful Bidder is not assuming nor shall it in any way whatsoever be liable or responsible, as successor or otherwise, for any liabilities, debts or obligations of the Debtor or of the Trustee or for any liabilities, debts or obligations in any way whatsoever relating to or arising from the Assets or the Trustee's or Debtor's operations or use of the Assets prior to or subsequent to the consummation of the transactions contemplated by the Asset Purchase Agreement. Except as expressly provided in the Asset Purchase Agreement or this Order, Successful Bidder shall have no recourse against the Trustee or the Estate arising out of the transactions contemplated by this Order.
7. No person or entity, including, without limitation, any federal, state or local governmental agency, department or instrumentality, shall assert by suit or otherwise against Successful Bidder or their successors in interest any Claim or Interests that they (or any of them) had, have or may have against the Trustee, the Debtor, and/or the Estate, or any liability, debt or obligation relating to or arising from the Assets, or the operation or use of the Assets before the consummation of the transactions contemplated by the Asset Purchase Agreement, and all persons and entities are hereby enjoined from asserting against Successful Bidder in any way any such claims, liabilities, debts or obligations.
8. All of the Trustee's and Estate's interest in the Assets will be, as of the Closing, transferred to and vested in Successful Bidder. Subject to the fulfillment of the terms and conditions of the Asset Purchase Agreement, as of the Closing, this Order will be considered and constitute for all purposes a full and complete

general assignment, conveyance and transfer of the Assets transferring the Trustee's, Estate's and Debtor's title and interest in the Assets to Successful Bidder. All governmental recording offices and all other parties, persons or entities are hereby directed to accept this Order as such an assignment and, if necessary, this Order will be accepted for recordation on or after the Closing, as conclusive evidence of the transfer of title to the Assets conveyed to Successful Bidder at the Closing. Except as stated in this Order, all Claims or Interests of record will be forthwith removed and stricken as against the Assets.

9. Upon the Closing, Successful Bidder shall be granted immediate and unfettered access to the Assets. Except as otherwise provided in the Asset Purchase Agreement, the Trustee and/or the Debtor, and their respective officers, agents and employees who have access to and control over any portion of the Assets, shall cease exercising control over the Assets upon the Closing and such parties are enjoined after the Closing from exercising any control and/or interfering with Successful Bidder's use, peaceful enjoyment and control of the Assets without Successful Bidder's consent.
10. No bulk sales law or any similar law of any state or other jurisdiction will apply in any way to any of the transactions authorized herein.
11. The Assets shall be sold free and clear of all Claims and Interests. For sake of clarity, the Assets transferred free and clear of all Claims and Interests are the following:

all of the Estate's right, title and interest in, to and under all of the assets of the Debtor, including those identified on Exhibits A, A-1 and A-2 of the Asset Purchase Agreement. The Assets do not include, however, the following assets, which are the "Excluded Assets":

(a) tax attributes, including, but not limited to net operating loss carryovers; (b) tax refunds, insurance refunds or other refunds (except as described on Exhibit A to the Asset Purchase Agreement); (c) any property owned by third parties; (d) workers' compensation refunds; (e) utility, security or similar deposits (except as described on Exhibit A to the Asset Purchase Agreement); (f) cash, deposit accounts, certificates of deposit or other cash equivalents; (g) the corporate minute book and related corporate governance records; (h) insurance policies and monies owed pursuant to such policies; (i) assets which are not assignable by Trustee to Buyer as a matter of law; (j) accounts, accounts receivable and/or money owed, including, without limitation, under a promissory note or proceeds of production attributable to any time prior to the Closing Date; (k) commercial leases; (l) personnel records, and/or any other records or documents required to be kept confidential or private under agreement or applicable law, in any form (whether in hard copies, electronic files or otherwise); (n) licenses, franchises, software, copyrights, patents, trademarks or other intellectual property with respect

to which the Debtor is or was the licensee or franchisee and which may not be transferred by Trustee to Buyer under applicable law or without third party consent (including any consent by a licensor or franchisor); (o) any attorney client privilege or similar privilege; (p) proceeds of any of the foregoing; (q) all oral and written contracts, agreements, deeds, mortgages, leases, licenses, instruments, notes, commitments, purchase orders, legally enforceable undertakings and other legally enforceable arrangements to which Debtor (or any of its affiliates) is a party, or by which it is bound; (r) all legal, equitable or other claims belonging to Debtor/Estate (other than any such claim relating to, arising from or in connection with the Assets (or any of them)), including but not limited to any avoidance, recovery or preference actions under the Bankruptcy Code or any other law and (s) the rights which accrue or will accrue to Trustee under the Asset Purchase Agreement and all ancillary agreements entered into in connection with the transactions contemplated by the Asset Purchase Agreement.

The titled vehicles and trailers being transferred to Successful Bidder, free and clear of all Claims and Interests, are the following:

Name	VIN #
2018 Ford F550 Crew Cab	1FD0W5HT9JEC14561
2018 Ford F550 Crew Cab	VIN 1FD0W5HT4JEC82668
2019 Ford F550 Crew Cab	VIN 1FD0W5HT0KEE02760
PJ 24 B.P.D.O. Flat (5946) #237	VIN 4P5F82422M1255946 #237
2019 Wilson Trailer	1W15452A3K6626936
2019 Wilson Trailer	# 263 - 1W15452A5K6627263
2019 Wilson Trailer	#264- 1W15452A7K6627264
2019 Wilson Trailer	1W15452A9K6627265
2016 FTL 122SD Unit #150(16)	3AKNGND61GDHF4126
2013 Manac Trailer - Unit 131(12)	5MC145319D3136464
2013 Fontaine Trailer with tarp sy(10)	D1556909
2015 Clark Trailer(35)	1CD2L4524FA010745
Delivery Truck-07 Sterling Boom T	2FZHAZD97AY50477
2007 Freightliner M2-112 Crew	1FVHC5DE47HY21874
2013 Ford F-450 DRW(1)	1FD0W4HT5DEA51020
2017 Titan 26' Utility Trailer(135)	4TGF26209H1078126
2019 Wilson CF-1080 Trailer	1W15452A9K6627296
2019 Wilson CF-1080 Trailer	1W15452A0K6627297
2019 Wilson CF-1080 - #195	1W15452A6K6627059
2020 Wilson CF1080 45' Trailer - #369	1W15452A8L6626951
2020 Wilson CF1080 45' Trailer - #367	1W15452A6L6626950
2020 Wilson CF1080 45' Trailer - #365	1W15452AXL6626949



2016 Freightliner CA125SLP	3AKJGLD53GSHA9792
2011 Great Dane 38' Gooseneck	1GRDM7326BH713166
2018 Freightliner 122SD	3AKNGNDR9JDHM8838
2009 Wilson Trailer 48' #109(8)	4WWGGE609N613959
2016 Lamar Gooseneck Trailer(47)	5RVFD3624GP034717
2014 Titan 26' GN Utility Trailer(32)	TGF26206E1070285
2015 Titan 26' Utility Trailer(58)	TGF26202F1071211
2016 Titan GN 26' Utility Trailer(124)	TGF2620XG1074214
2017 Titan GN 26' Utility Trlr(59)	4TGF26209H1076876
2012 Titan 26' Gooseneck trailer	4TGF26206C1062149
2015 PJ 20' Deckover Trailer	4P5F82025F1223417
2008 PJ Trailer G/N 36'	4P5FD352591127821
2006 Road King 18' Deckover trailer	1R9FS232761093207
2017 Echo ATV trailer	5PSBA1416H1048149
2006 Transcraft Trailer 45'	1TTF4520462016390
2017 Titan 26' Utility Trailer #330	4TGF26204H1077949

11. On and after the Closing, each of the Debtor's creditors is directed to execute such documents and take all other actions as may be necessary to release its Interests on or Claims, if any, against the Assets consistent with this Order, as such Interests or Claims may have been recorded or may otherwise exist.
  
12. This Order (a) is and shall be effective as a determination that, except as stated in this Order, on and as of the Closing, all Interests or Claims existing as and to the Assets before the Closing have been unconditionally released, discharged and eliminated, and that the conveyance of the Assets has been effected; and (b) is and shall be binding upon and govern the acts of all entities including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.
  
13. Except as provided in this Order, if any person or entity that has filed financing statements or other documents or agreements evidencing Interests or Claims on or in the Assets shall not have delivered to the Trustee before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests or Claims or other interests that the person or entity has with respect to the Assets, the Trustee is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets. The foregoing notwithstanding, the provisions of this Order authorizing the sale of the

Assets, free and clear of Claims and Interests, shall be self-executing, and notwithstanding the failure of the Trustee, Debtor or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof or the Asset Purchase Agreement with respect to the sale of the Assets, all Claims and Interests on such Assets shall be deemed released except as set forth in this Order.

14. All individuals or entities who are presently, or on or as of the Closing may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to Initial Bidder (or other Successful Bidder, as the case may be) upon the Closing.
15. Nothing contained in any other order entered in the above-captioned case shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order. Further, the provisions of this Order and any actions taken pursuant hereto shall survive the entry of any order which may be entered in the above-captioned case dismissing the Debtor's case.
16. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material. The Court shall adjudicate any dispute over whether a modification, amendment, or supplement is material to the Asset Purchase Agreement.
17. To the greatest extent allowed by applicable law, Successful Bidder is not acquiring or assuming, and the consummation of the transactions contemplated by the Asset Purchase Agreement shall not subject Successful Bidder to any debts, liabilities, obligation, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Trustee or the Debtor or any other person by reason of such transfer, assignment and delivery under the laws of the United States, any state, territory or possession thereof or the District of Columbia, applicable to such transactions.
18. Successful Bidder is a good-faith purchaser, entitled to the protections of § 363(m) of the Bankruptcy Code in the event that this Order is revised or modified on appeal; *provided, however*, that nothing herein shall be construed to release, waive, or otherwise modify claims the parties to the Asset Purchase Agreement may have against each other relating to transactions or occurrences to be consummated under the Asset Purchase Agreement, which are fully preserved.
19. The consideration provided by Successful Bidder for the Assets pursuant to the Asset Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code or under the laws of the

United States, any state, territory, possession, or the District of Columbia.

20. The sale of the Assets is fair and reasonable and may not be avoided under §363(n) of the Bankruptcy Code.
21. The failure specifically to include any particular provision of the Asset Purchase Agreement (as modified) in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.
22. This Court retains jurisdiction to interpret, implement and enforce the terms and provisions of this Order and the Asset Purchase Agreement, including any ancillary agreements executed pursuant hereto.
23. All of the provisions of this Order are non-severable and mutually dependent.

Dated August 29, 2023.

UNITED STATES OF AMERICA }  
DISTRICT OF MONTANA } SS

I, Tyler P. Gilman, Clerk of the United States Bankruptcy Court for the District of Montana, hereby certify that the above and foregoing is a true copy of the original now on file in my office.

Dated this 31<sup>st</sup> day of AUGUST 2023

TYLER P. GILMAN, Clerk

By D. Gilman Deputy

BY THE COURT:



Hon. Benjamin P. Hursh  
United States Bankruptcy Court  
District of Montana

