

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Roto-Mold, LLC		01/10/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Centro, Inc.		
Street Address:	2200 Commerce Blvd.		
Internal Address:	c/o Tank Holding Corp.		
City:	Mound		
State/Country:	MINNESOTA		
Postal Code:	55364		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5226248	CRM	
Registration Number:	5551269	PROTO-ROTO	
Registration Number:	2483534	PORTAPOND	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	51982-2		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	01/17/2024		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 10, 2024 is made by and between Custom Roto-Mold, LLC, a Minnesota limited liability company (the “Assignor”), on the one hand, and Centro, Inc., an Iowa corporation (“Assignee”), on the other hand. Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.” Terms capitalized but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor and the Assignee have entered into an Asset Purchase Agreement, dated as of September 13, 2023 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, convey, assign, transfer, and deliver to Assignee, and Assignee desires to purchase, acquire, and accept from Assignor, all of Assignor’s right, title, and interest in, to, and under all of the registered and applied for trademarks listed on Schedule 1 hereto (the “Trademarks”), together with all goodwill associated therewith; and

WHEREAS, this Agreement will be executed in connection with the Closing under the Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts from Assignor, all of Assignor’s right, title, and interest in, to and under the Trademarks, together with (A) all common law rights or other rights in or to any of the foregoing, and all goodwill associated with any of the foregoing, (B) all registrations and applications for registration of any of the foregoing, and all rights to register any of the foregoing, (C) all renewals, extensions, reexaminations and continuations of any of the foregoing, and rights to any other registrations or applications based upon, claiming priority from, or claiming common parentage with, any of the foregoing, and the right to obtain or file for any renewals, extensions, reexaminations and continuations of, and any other registrations or applications based upon, claiming priority from or claiming common parentage with, any of the foregoing, (D) all income, royalties, damages and payments due or payable at the Effective Date or thereafter (including damages and payments for past or future infringements or misappropriations thereof), (E) the right to sue and recover for past infringements or misappropriations thereof, (F) any and all corresponding rights that, now or hereafter, may be secured throughout the world and (G) all copies and tangible embodiments of any of the foregoing.

Section 2. Recordation. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record Assignee as the owner of the Trademarks.

Section 3. Further Assurances. Each Party shall promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer reasonably requested by the other Party and necessary for the requesting Party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents (as defined in the Purchase Agreement).

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that all Parties need not sign the same counterpart..

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Custom Roto Mold, LLC

By: 
Name: Corey Claussen
Title: President

ASSIGNEE:

Centro, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

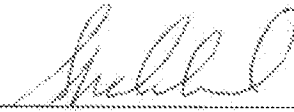
ASSIGNOR:

Custom Roto-Mold, LLC

By: _____
Name:
Title:

ASSIGNEE:

Centro, Inc.

By:  _____
Name: Sharon Schindel
Title: Chief Financial Officer

Schedule 1

Trademarks

Mark	Jurisdiction	Serial No.	Registration No.	Status	Current Owner of Record
CRM	U.S.A.	87026802 05-MAY- 2016	5226248 20- JUN-2017	REGISTERED 6 -year Affidavit of Use due: 20- JUN-2023	Custom Roto- Mold, LLC
PROTO- ROTO	U.S.A.	87004955 18-APR- 2016	5551269 28- AUG-2018	REGISTERED 6 -year Affidavit of Use due: 28- AUG-2024	Custom Roto- Mold, LLC
PORTAPOND	U.S.A.	75843041 05-NOV- 1999	2483534 28- AUG-2001	REGISTERED Renewal due: 28- AUG-2031	Custom Roto- Mold, LLC

[Schedule 1 to Trademark Assignment Agreement]