

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling Savings Bank		07/08/2010	Commercial Bank: WASHINGTON
RECEIVING PARTY DATA			
Name:	Cozad Trailer Sales, LLC		
Street Address:	4907 E. Waterloo Road		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95215		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2578223	STURDYWELD	
Registration Number:	1975651	ALLOY	
Registration Number:	2045711	COMET	
CORRESPONDENCE DATA			
Fax Number:	(559)432-6872		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	559-432-6847		
Email:	sherrie.flynn@fortneylaw.com		
Correspondent Name:	Sherrie M. Flynn		
Address Line 1:	215 W. Fallbrook, Suite 203		
Address Line 4:	Fresno, CALIFORNIA 93711		
ATTORNEY DOCKET NUMBER:	COZAD		
NAME OF SUBMITTER:	Sherrie M. Flynn		

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**TRADEMARK
 REEL: 004252 FRAME: 0223**

Signature:	/Sherrie M. Flynn/
Date:	08/02/2010
Total Attachments: 2 source=Assignment Sterling to Cozad_4Filing#page1.tif source=Assignment Sterling to Cozad_4Filing#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of July 8, 2010, by and between Sterling Savings Bank, a commercial bank, having a place of business located at 111 North Wall Street, Spokane, Washington 99201 ("Assignor") and Cozad Trailer Sales, LLC, a California limited liability company, having a place of business at 4907 E. Waterloo Road, Stockton, California 95215 ("Assignee").

RECITALS:

- A. Assignor is the owner and/or title holder of the "STURDYWELD" trademark, U.S. Patent and Trademark Office ("USPTO") Registration No. 2578223, registered June 11, 2002, the "ALLOY" trademark, USPTO Registration No. 1975651, registered May 28, 1996, and the "COMET" trademark, USPTO Registration No. 2045711, registered March 18, 1997 (thereafter cancelled) (collectively, the "Marks").
- B. This Assignment is entered into for the purpose of transferring all of Assignor's rights in the Marks to Assignee.

1. ASSIGNMENT:

- 1.1 For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title, and interest in and to the Marks, to be held and enjoyed by Assignee, for its own use and benefit, and by Assignee's successors and assigns for their own use and benefit, for the full duration of the terms for which trademark rights may be granted in the U.S. or any other country, and any extensions and/or renewals thereof.
- 1.2 The right of Assignor to enforce any of the Marks against infringement thereof and keep any recovered damages or costs expires no later than the date of execution of this Assignment.
- 1.3 Assignee shall have sole discretion and responsibility for registration and/or renewal of registration, and for maintenance of the Marks, and for payment of any and all USPTO fees that become due and/or payable after the date of execution of this Assignment.
- 1.4 Assignor agrees that, when requested to carry out in good faith the intent and purpose of this Trademark Assignment, Assignor will execute all rightful oaths, assignments, powers of attorney and other papers; testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said Marks and the

history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper trademark protection for said Marks and for vesting title to said Marks in said Assignee, its successors, assigns, or legal representatives.

2. REPRESENTATIONS AND WARRANTIES:

- 2.1. Assignor represents and warrants to Assignee, its successors, assigns, or legal representatives that it has no knowledge of any encumbrances on the Marks or any licenses of any kind granted to any third party under the Marks. Assignor has the right to convey any and all of its rights to the Marks to Assignee. Encumbrances shall include, but not be limited to, mortgages, deeds of trust, liens, pledges, restrictions, covenants, liabilities, hypothecations, assignments, and security interests.
- 2.2. Assignor represents and warrants that it has not entered, and shall not enter, into any agreement with any third party that is in conflict with the rights granted to Assignee under this Assignment, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to Assignee under this Assignment, or that would otherwise materially conflict with or adversely affect the rights granted to Assignee under this Assignment. Its performance and execution of this Assignment does not and will not result in a breach of any other contract to which Assignor is a party.
- 2.3. Assignor represents and warrants that it has no knowledge of any action, suit, proceeding or investigation by any third party or by any governmental agency or body, actual or threatened, that questions the validity of this Assignment or Assignor's right or ability to assign or transfer to Assignee all of Assignor's worldwide rights, title, and interest in and to the Marks.

IN WITNESS WHEREOF, executed by the Assignor's undersigned representative on the date following the undersigned's name.

For Sterling Savings Bank:

By: Jason E. Delp Date: 7/8/10

Name: JASON E. DELP Title: AVP, ASSET RECOVERY MANAGER