

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lawrence H. Sweet		12/22/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fleet Engineers, Inc.		
Street Address:	1800 E. Keating		
City:	Muskegon		
State/Country:	MICHIGAN		
Postal Code:	49442		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74331581	SAVE-A-LOAD	
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:	6164584256		
Email:	seddy@shrr.com		
Correspondent Name:	Sheila E. Eddy		
Address Line 1:	100 Monroe Ctr. NW		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	114631		
NAME OF SUBMITTER:	Sheila E. Eddy		
SIGNATURE:	/SEE/		
DATE SIGNED:	01/05/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into this 22nd day of December, 2015 ("Effective Date"), by and between **FLEET ENGINEERS, INC.**, a Michigan corporation whose address is whose address is 1800 E. Keating, Muskegon, Michigan, 49442 (the "Assignee" or "Buyer"), and **LAWRENCE H. SWEET**, an individual of 8060 McConnell Road, Denver, North Carolina 28037 (the "Assignor").

RECITALS

A. On December 22, 2015, Save-A-Load, Inc., a North Carolina corporation ("Seller"), and Buyer entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), pursuant to which it purchased all of the assets of Seller as set forth in the Asset Purchase Agreement.

B. Assignor is a Shareholder of Seller, and owns the entire right, title, and interest in and to the trademarks, service marks, and trade names identified in the attached *Schedule A*, whether registered or not, including all manner of trade dress associated therewith ("Trademarks").

C. It is a requirement under Asset Purchase Agreement that Assignor assign and transfer, and Assignor has agreed to assign and transfer, all of his right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith and symbolized thereby, including all common-law rights associated with the Trademarks by virtue of their use in commerce, to the Assignee.

Therefore, in consideration of the promises made in this Assignment and the payment of consideration, the sufficiency and receipt of which the Assignee acknowledges, the Assignor and Assignee agree as follows:

AGREEMENT

1. **Assignment.** As of the Effective Date, and in consideration of the closing under the Asset Purchase Agreement under which Assignor will derive an economic benefit, Assignor irrevocably assigns, transfers and delivers to the Assignee, his successors and assigns, all of his right, title and interest in and to the Trademarks, together with all of the goodwill associated therewith and symbolized thereby, including any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past and future infringement thereof, to have and to hold forever for the sole and exclusive use, ownership, and benefit of the Assignee.

2. **Representations and Warranties.** Assignor represents and warrants to the Assignee as follows:

a. Assignor is the sole and exclusive owner of, with all right, title and interest in and to, the Trademarks and the goodwill associated therewith and symbolized thereby, and has sole and exclusive rights (and is not contractually obligated to pay any compensation to any third party in respect thereof) to the use thereof or the material covered thereby in connection with the services or products in respect of which the Trademarks are being used.

b. *Schedule A* sets forth a complete list of all Trademarks, and specifies, where applicable, the jurisdictions in which such Trademarks have been used in commerce, issued or registered, or in which an application for issuance and registration has been filed, including the respective registration or application numbers.

c. Assignor will immediately terminate any and all licenses, sublicenses and other agreements pertaining to any of the Trademarks set forth in *Schedule A* that may exist between Assignor and any other Person. For purposes of this Assignment, "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body. The termination of such licenses, sublicenses, and other agreements shall take the form of the attached *Schedule B*, attached hereto and incorporated herein.

d. The execution and delivery of this Assignment by Assignor will neither cause Assignor to be in violation or default under any license, sublicense or agreement, nor entitle any other party to any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement.

e. No claims with respect to the Trademarks have been asserted or are threatened by any person, nor are there any valid grounds for any claims, (i) to the effect that the manufacture, sale, licensing or use of any of the products of Assignor infringes on any trademark, service mark, trade dress, or other proprietary right of any third party; (ii) against the use by Assignor of any trademarks, service marks, trade names, or trade dress; or (iii) challenging the ownership by Assignor, validity or effectiveness of any of the Trademarks. All Trademarks of Assignor are valid and subsisting.

f. There is no material unauthorized use or infringement of any of the Trademarks by any third party. None of the Trademarks are subject to any outstanding decree, order, judgment or stipulation restricting in any manner the use by Assignor.

This Assignment is signed by the Assignor and the authorized representative of Assignee, all as of the Effective Date.

[Signatures appear on the next page.]

LAWRENCE H. SWEET

Lawrence H. Sweet

Lawrence H. Sweet

STATE OF NORTH CAROLINA)
MECKLENBURG COUNTY)

Acknowledged before me in Mecklenburg County, North Carolina, on December 22 2015 by Lawrence H. Sweet.

Phyllis W. Long

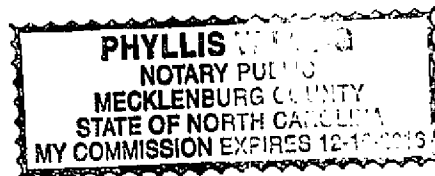
Phyllis W. Long

Print Name

Notary public, State of North Carolina, County of Mecklenburg.

My commission expires 12-10-2016.

[If acting in county other than county of commission: Acting in the County of _____.]



Accepted by:

FLEET ENGINEERS, INC.

By: *Wes Eklund*

Name: Wes Eklund

Title President

STATE OF MICHIGAN)
MUSKEGON COUNTY)

Acknowledged before me in Muskegon County, Michigan, on December 21, 2015 by Wes Eklund, President of Fleet Engineers, Inc.

Marjorie A. Saxe

Marjorie A. Saxe

Print Name

Notary public, State of Michigan, County of Muskegon.

My commission expires: 10/03/2020.

[If acting in county other than county of commission: Acting in the County of _____.]

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
SAVE-A-LOAD	U.S.A.	1903497	July 4, 1995