

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIGHTHAWK MACHINERY LLC		05/11/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	MIDWEST EQUIPMENT SALES, LLC		
Street Address:	777 Manor Park Drive		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43228		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4062676	NIGHTHAWK	
Registration Number:	4059220	DURA-FLEX	
Registration Number:	4440194	SOLI-CORE	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	05/24/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

1. DEFINITIONS

1.1 ASSIGNOR means **NIGHTHAWK MACHINERY LLC**, a Texas corporation, having a principal place of business at 16710 Hereford Drive, Tomball, Texas, 77377.

1.2 ASSIGNEE means **Midwest Equipment Sales, LLC**, an Ohio limited liability company, having a principal place of business at 777 Manor Park Drive, Columbus, Ohio 43228, as well as its successors and/or assigns.

1.3 MARK means and includes each and every property identified in the attached Exhibit 1 that is used as, or is intended for use as, a source designation, including all goodwill, common-law rights, and statutory rights in the listed properties.

1.4 RELATED MARKS means and includes any and all in-use and intended source designations, including all goodwill, common-law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit 1.

1.5 RELATED MARK CASES means and includes:

a. any and all (whether or not listed in Exhibit 1) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit 1 and/or RELATED MARKS; and

b. any and all (whether or not listed in Exhibit 1) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit 1 and/or RELATED MARKS.

1.6 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.7 GEOGRAPHIC SCOPE means worldwide.

1.8 EFFECTIVE DATE means the earliest of (a) the date of first use of the MARK, (b) the filing date of the MARK, (c) the filing date of the RELATED MARK CASES, and (d) the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.

2.2 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.3 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.

2.4 Infringement, Dilution, and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, counterfeiting, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, counterfeiting, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE. This assignment specifically includes the right to sue for, recover, and collect damages for infringement, dilution, unfair competition, counterfeiting, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES that occurred prior to the EFFECTIVE DATE of this Trademark Assignment agreement.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, or interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives, as reasonably requested by the ASSIGNEE.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE reasonably desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents may include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common-interest privilege, and/or work-product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney-client privilege, work-product protection, and/or common-interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common-interest privilege, and/or work-product protection of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Ohio, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Ohio located in Franklin County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

ASSIGNOR:

NIGHTHAWK MACHINERY LLC

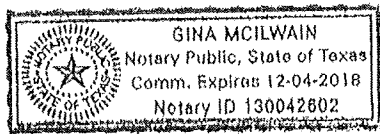
By:

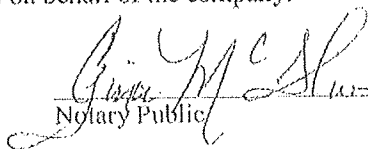

Michael A. Lodzinski

Title: Managing Member

STATE OF TEXAS :
: ss.
COUNTY OF Montgomery :

The foregoing Trademark Assignment was acknowledged before me this 11 day of May, 2018, by Michael A. Lodzinski, Managing Member of Nighthawk Machinery LLC, a Texas limited liability company, for and on behalf of the company.




Notary Public

ASSIGNEE:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

MIDWEST EQUIPMENT SALES, L.L.C.,
an Ohio limited liability company

Date: 05123118

By:

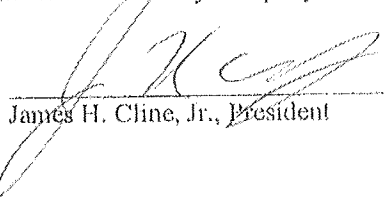

James H. Cline, Jr., President

EXHIBIT 1

Mark	Application No. Filing Date	Registration No. Registration Date
NIGHTHAWK	85271467 March 19, 2011	4062676 November 29, 2011
DURA-FLEX	85257241 March 3, 2011	4059220 November 22, 2011
SOLI-CORE	85910165 April 21, 2013	4440194 November 26, 2013