OP \$40.00 88017602

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM559257

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ODL, Incorporated		04/10/2019	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Larson Manufacturing Company of South Dakota, Inc.	
Street Address:	2333 Eastbrook Drive	
City:	Brookings	
State/Country:	SOUTH DAKOTA	
Postal Code:	57006	
Entity Type:	Corporation: SOUTH DAKOTA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88017602	INSWING TANDEM STORM DOOR

CORRESPONDENCE DATA

Fax Number: 6053393357

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.

Phone: 6053363890

Email: Troy.Leonard@woodsfuller.com

Correspondent Name: Troy Leonard

Address Line 1: 300 S. Phillips Avenue,

Address Line 2: Suite 300

Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

NAME OF SUBMITTER:	Troy Leonard
SIGNATURE:	/troy leonard/
DATE SIGNED:	01/28/2020

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of April 10, 2019, is between ODL, INCORPORATED, a Michigan corporation ("Assignor"), and LARSON MANUFACTURING COMPANY OF SOUTH DAKOTA, INC., a South Dakota corporation ("Assignee"). Assignor and Assignee are referred to herein individually as a "Party" and collectively, as the "Parties". Capitalized terms used in this Assignment and not otherwise defined have the meanings set forth in the Agreement.

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Agreement") whereby Assignor has agreed to sell the Purchased Assets to Assignee and Assignee has agreed to acquire same from Assignor;

WHEREAS, pursuant to the foregoing, as part of the Intellectual Property included among the Purchased Assets, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, the intent to use trademark application set forth on Exhibit A ("Howard Door Systems Mark") and the pending patent application set forth on Exhibit B ("Howard Door Systems Patent") to this Assignment; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, and other applicable governmental authorities and other registrars, the transfer the record ownership of the Howard Door Systems Mark and the referenced Howard Door Systems Patent to Assignee.

NOW, THEREFORE, for valuable consideration, including the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Howard Door Systems Mark. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Howard Door Systems Mark set forth on Exhibit A, together with all of the goodwill associated with and symbolized by such Howard Door Systems Mark, and all other corresponding rights at common law or otherwise with respect thereto that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. Howard Door Systems Patent. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Howard Door Systems Patent set forth on Exhibit B, including the right to file, if permissible, foreign patent applications corresponding to such Howard Door Systems Patent, and the right to claim the priority date of said Howard Door Systems Patent and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such Howard Door Systems Patent.

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Gonflict With Agreement. This Assignment is subject in all respects to the terms and conditions of the Agreement. This Assignment does not in any way modify or expand any of the rights and obligations of the parties set forth in the Agreement, but is being delivered solely to evidence the transfer, sale, assignment and delivery of the Howard Door Systems Mark and Howard Door Systems Patent to Buyer. If any conflict exists between the terms of this Assignment and the Agreement, the terms of the Agreement will govern and control. This Assignment may be executed in counterparts by facsimile, digital or other electronic signature, which will be deemed an original.

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR: ODL, INCORPORATED

ASSIGNEE:

LARSON MANUFACTURING COMPANY OF SOUTH DAKOTA, INC.

Name: Eric Van Namen

Title: Chief Financial Officer

Name: allian RReHerat

Title: ムデム

EXHIBIT A

Howard Door Systems Mark

Mark/Name	Jurisdiction	Registration Date	Registration Number
InSwing Tandem Storm Door & Design	United States	Intent to Use Filing	88/017,602

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EXHIBIT B

Howard Door Systems Patent

Title	Country	Serial No.	App. Date
DOOR ASSEMBLY FOR	United	16/092,674	Oct 10, 2018
SELECTIVELY INTERLOCKING	States		
OPPOSING DOORS			

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RECORDED: 01/28/2020