

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midsota Manufacturing, Inc.		11/02/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Novae Corp.		
Street Address:	One Novae Parkway		
City:	Markle		
State/Country:	INDIANA		
Postal Code:	46770		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3821747	VERSADUMP	
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:	3172371029		
Email:	Abe.Shanehsaz@FaegreDrinker.com		
Correspondent Name:	Abe Jentry Shanehsaz		
Address Line 1:	300 N. Meridian Street, Suite 2500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	984807.14		
NAME OF SUBMITTER:	Abe Jentry Shanehsaz		
SIGNATURE:	/Abe J. Shanehsaz/		
DATE SIGNED:	11/16/2020		
Total Attachments: 6			
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OP \$40.00 3821747

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into as of November 2, 2020 by and between Midsota Manufacturing, Inc., a Minnesota corporation ("Assignor") and Novae Corp., an Indiana corporation ("Assignee").

WHEREAS, in accordance with the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), by and between Assignor and Assignee, and for purposes of Article 5 of the Purchase Agreement, Midwest Enterprises of Central MN, LLC, a Minnesota limited liability company and NC2, LLC, an Indiana limited liability company, the parties wish to enter into this Assignment to transfer from Assignor to Assignee all of Assignor's right, title and interest in and to the Intellectual Property of Assignor.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Agreement.

2. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of all Liens (other than Permitted Liens), all of Assignor's right, title and interest in, to and under the Intellectual Property (including, without limitation, the trademarks set forth on Schedule A and the domain names set forth on Schedule B), together with all of the goodwill of the Business which is associated therewith and which is symbolized thereby, and any and all registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. The assignment of the Intellectual Property granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Intellectual Property, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor forever transfers and/or waives any "moral" rights and any right of integrity or attribution that Assignor may possess in the Intellectual Property or which otherwise may be associated with the Intellectual Property under copyright or other U.S. law or foreign laws, no matter how Assignee plans to use the same.

3. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, to record and register this Assignment upon request by Assignee. Assignor covenants and agrees, at its own expense, to execute and deliver such further instruments and documents and take such further actions as may be necessary or reasonably

requested by Assignee to confirm Assignee's ownership of all rights pursuant to this Assignment or to document and record with the appropriate authorities the aforesaid assignment and transfer.

4. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

7. This Assignment may be executed in the original or by any generally accepted electronic means (including via DocuSign or by transmission of a pdf file containing an executed signature page) in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

*[Remainder of page intentionally left blank;
Signatures appear on following page]*

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

ASSIGNOR:

MIDSOTA MANUFACTURING, INC.

By: 

Joel Bauer, President

ASSIGNEE:

NOVAE CORP.

By: _____

Steve Bernes, CEO

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007106 FRAME: 0906

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

ASSIGNOR:

MIDSOTA MANUFACTURING, INC.

By: _____
Joel Bauer, President

ASSIGNEE:

NOVAE CORP.

By: _____
Steve Bermes, CEO

[Signature Page to Intellectual Property Assignment]

Schedule A - Trademarks

1. VERSADUMP, Reg. No. 3,821,747

Schedule B – Domain Names

1. midsotamfg.com
2. midsotaattachmentmfg.com
3. novatrailers.com
4. midsotatrailermfg.com
5. dumptrailer.com
6. midsotatrailersales.com