

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610916

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900570524

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southern Aluminum Manufacturing, Inc.	FORMERLY Southern Aluminum	03/30/2018	Corporation:

RECEIVING PARTY DATA

Name:	Southern Aluminum Manufacturing Acquisition, Inc.
Doing Business As:	
Street Address:	5 Highway 82 West
Internal Address:	PO Box 884
City:	Magnolia
State/Country:	ARKANSAS
Postal Code:	71754
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86022395	ALULITE TABLES
Serial Number:	87283169	SOUTHERN ALUMINUM
Registration Number:	1190000	SOUTHERN PIKNIK
Registration Number:	3208782	SWIRL [TABLES]
Registration Number:	2992161	MARDIGRAS TABLES
Serial Number:	85356829	LINENLESS TABLES

CORRESPONDENCE DATA

Fax Number: 8702342823

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: 8702348660

Email: ablanchard@southernaluminum.com

Correspondent Name: Amanda Blanchard

Address Line 1: 5 Highway 82 West

Address Line 2: PO Box 884

Address Line 4: Magnolia, ARKANSAS 71754

NAME OF SUBMITTER:	Amanda Blanchard
SIGNATURE:	/amanda blanchard/
DATE SIGNED:	11/25/2020
Total Attachments: 4 source=Doc 6 Bill of Sale#page1.tif source=Doc 6 Bill of Sale#page2.tif source=Doc 6 Bill of Sale#page3.tif source=Doc 6 Bill of Sale#page4.tif	

BILL OF SALE

This Bill of Sale (this “Bill of Sale”), dated as of March 30, 2018 is entered into by and among Southern Aluminum Manufacturing Acquisition, Inc., a Delaware corporation (“Buyer”), Southern Aluminum Holdings, LLC, a Delaware limited liability company (“Holdco”), Southern Aluminum Manufacturing, Inc., an Arkansas corporation (“Southern”), HoteLogistics, LLC, an Arkansas limited liability company (“Logistics LLC”), and M & J of Magnolia, LLC, an Arkansas limited liability company (“Real Estate LLC”, and together with Southern and Logistics LLC, the “Sellers” and each a “Seller”). Sellers, Holdco and Buyer may also be referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

This Bill of Sale is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase and Contribution Agreement dated March 14, 2018 (the “Purchase Agreement”), by and among Buyer, Holdco, Sellers, and the Seller Representative and Owners identified therein. Capitalized terms not otherwise defined herein, as the context requires, shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS:

For and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Bill of Sale; Assignment. Sellers hereby sell, convey, transfer, assign, and deliver to Buyer, and Buyer hereby accepts from Sellers, all of Sellers’ rights, titles, and interests in and to the Acquisition Assets (other than any Contributed Assets), free and clear of all Liens (except for Permitted Liens). Real Estate LLC hereby sells, conveys, transfers, assigns, and delivers to Holdco, and Holdco hereby accepts from Real Estate LLC, all of Real Estate LLC’s rights, titles, and interests in and to the Contributed Assets, free and clear of all Liens (except for Permitted Liens).

2. Further Assurances. The Parties agree and covenant that they will, at any time and from time to time after the date hereof, upon the reasonable request of the other Party, execute and deliver to the other Party such other documents, assignments and other instruments as may be reasonably required to carry out the purposes or intent of this Bill of Sale. Sellers covenant and agree to warrant and defend the title to the Acquisition Assets and Contributed Assets hereby conveyed against the claims and demands of all persons, pursuant to and to the extent described in the Purchase Agreement, and to indemnify and hold Buyer and Holdco harmless from and against any and all claims, damages, actions, liabilities and expenses arising out of any third-party claims regarding the ownership of the Acquisition Assets or Contributed Assets, to the extent described in the Purchase Agreement.

3. Limited Power of Attorney. The Sellers hereby irrevocably constitute and appoint the Buyer, with respect to the Acquisition Assets, and Holdco, with respect to the Contributed Assets, and each of their respective successors and assigns, as the Sellers’ true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Sellers, or for its own use, to claim, demand, collect and receive at any time and from time to time any and

all of the Acquisition Assets or Contributed Assets, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

4. Purchase Agreement Controlling. This Bill of Sale is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand, limit or otherwise affect in any way the terms or provisions of the Purchase Agreement, including, without limitation, the representations and warranties, limitations, acknowledgments and other provisions that the Purchase Agreement provides which shall survive the date hereof. To the extent that any provision of this instrument conflicts or is inconsistent with the terms or provisions of the Purchase Agreement, the Purchase Agreement will govern and control and the superseded term or provision hereof shall be of no force or effect whatsoever.

5. No Third Party Beneficiaries; Assignment. Nothing in this Bill of Sale, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than Sellers, Buyer, and Holdco and their respective successors and assigns any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be binding upon, and for the sole and exclusive benefit of, Sellers, Buyer and Holdco and their respective successors and assigns. No Party hereto shall assign this Bill of Sale in whole or in part without the prior written consent of the other Parties.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7. Entire Agreement; Amendment. This Bill of Sale, together with the Purchase Agreement and the Transaction Documents, represents the entire agreement between the Parties with respect to the assignment of the Acquisition Assets by Sellers and the assignment of the Contributed Assets by Real Estate LLC and may be modified or amended only by a writing signed by Buyer and Seller Representative that specifically references this Bill of Sale.

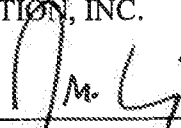
8. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, including by facsimile or PDF file, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of, the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be duly executed as of the day and year first written above.


BUYER:

SOUTHERN ALUMINUM MANUFACTURING
ACQUISITION, INC.

By: 
Name: Robert M. Williams, Jr.
Title: President and Treasurer

HOLDCO:

SOUTHERN ALUMINUM HOLDINGS, LLC

By: 
Name: Robert M. Williams, Jr.
Title: President and Treasurer

SELLERS:

SOUTHERN ALUMINUM MANUFACTURING,
INC.

By: _____
Name: Mark Taylor
Title: President and CEO

HOTELOGISTICS, LLC.

By: _____
Name: Mark Taylor
Title: President and CEO

M&J OF MAGNOLIA, LLC

By: _____
Name: Mark Taylor
Title: President and CEO

[Signature Page to Bill of Sale]

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By: _____
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[Signature Page to Bill of Sale]