

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jack's Small Engine and Generator Service LLC		03/31/2021	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Northern Tool & Equipment Parts, LLC		
Street Address:	2800 Southcross Drive W		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55306		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4821746	JACKS SMALL ENGINES	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	317-713-3500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	Amy Wright		
Address Line 1:	TAFT STETTINIUS & HOLLISTER LLP		
Address Line 2:	One Indiana Square, Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	M45369-00100 (NEW)		
NAME OF SUBMITTER:	Amy Wright		
SIGNATURE:	/Amy Wright/		
DATE SIGNED:	04/07/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”), dated as of March 31, 2021, is made by Jack’s Small Engine and Generator Service LLC, a Maryland limited liability company (“**Seller**”), located at 1745 West Jarrettsville Rd., Jarrettsville, Maryland 21084, in favor of Northern Tool & Equipment Parts, LLC, a Minnesota limited liability company (“**Buyer**”), located at 2800 Southcross Drive W, Burnsville, Minnesota 55306.

WHEREAS, Buyer will purchase and acquire certain assets of Seller, pursuant to that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of even date herewith, by and among Seller, Buyer and John E. Cumberland, an individual residing in the State of Maryland and a member of Seller (“**John**”), John (Jack) G. Cumberland, Jr., an individual residing in the State of Virginia and a member of Seller, Mary C. Cumberland, an individual residing in the State of Virginia and a member of Seller, Adine M. Cumberland, an individual residing in the State of Maryland, wife of John and a key employee of Seller.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller will convey, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office (the “**USPTO**”) and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller and/or any of its affiliates shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits,

assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

Jack's Small Engine and Generator Service LLC

DocuSigned by:
By: John E. Cumberland
Name: John E. Cumberland
Title: Managing Member

Acknowledged and agreed to:

BUYER:

Northern Tool & Equipment Parts, LLC

By: _____
Name: David Letsche
Title: Chief Financial Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

Jack's Small Engine and Generator Service LLC

By: _____
Name: John E. Cumberland
Title: Managing Member

Acknowledged and agreed to:

BUYER:

Northern Tool & Equipment Parts, LLC

DocuSigned by:
David Letsche
By: _____
Name: David Letsche
Title: Chief Financial Officer

SCHEDULE 1

Assigned Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
jacks small engines	U.S.	86-525,636	4,821,746	September 15, 2015