

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Equipment, LLC		05/17/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	American Equipment Systems, LLC		
Street Address:	451 W 3440 S		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5919364	CRANENET	
Registration Number:	5919363	AM-QUIP	
Registration Number:	1775546	AM-QUIP	
Registration Number:	1491692	AM-QUIP	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan Poirier		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	36775-9		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	06/02/2021		
Total Attachments: 4			

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment, effective as of May 17, 2021 (this “**Confirmatory Trademark Assignment**”), is entered into by and between American Equipment, LLC, a Utah limited liability company with an address of 451 W 3440 S, Salt Lake City, UT 84115 (“**Assignor**”), and American Equipment Systems, LLC, a Delaware limited liability company with an address of 451 W 3440 S, Salt Lake City, UT 84115 (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Assignment and Assumption Agreement, dated as of May 17, 2021 (the “**Agreement**”), pursuant to which Assignor sold, assigned, granted, conveyed, and transferred to Assignee all of Assignor’s right, title, and interest in and to certain assets, including all of Assignor’s right, title, and interest in and to the trademarks set forth in the attached Schedule A (the “**Purchased Marks**”), together with the goodwill of the businesses associated therewith and the portions of the businesses to which the Purchased Marks pertain.

WHEREAS, this Confirmatory Trademark Assignment is being executed to confirm in writing the earlier transfer of the Purchased Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

1. Assignor hereby confirms having sold, assigned, granted, conveyed, and transferred to Assignee, effective as of May 17, 2021, all of Assignor’s entire and undivided right, title, benefit, and interest, whether now existing or hereafter acquired, in, to, and under the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, the portions of the businesses to which the Purchased Marks pertain, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in Assignee’s own name.

2. Assignor authorizes and requests the Commissioner for Trademarks of the United States to record Assignee as the owner of any and all of Assignor’s rights in the Purchased Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said Purchased Marks, or any renewals of said registrations.

3. Assignor hereby agrees and covenants that it will, at any time and from time to time after the date hereof, upon the reasonable request of Assignee, execute and deliver such further instruments or documents of assignment, conveyance and transfer as may be reasonably necessary to implement and effect the assignment of the Purchased Marks contemplated by this Confirmatory Trademark Assignment and the Agreement.

4. This Confirmatory Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns.

5. The parties may execute this Confirmatory Trademark Assignment in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

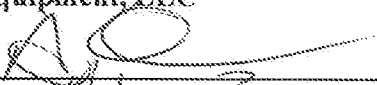
6. The recitals set forth above are incorporated herein by reference into the terms of this Confirmatory Trademark Assignment.

7. This Agreement shall be governed by and construed in accordance with the same law governing the 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. Venue for any proceeding, judicial or otherwise, concerning this Agreement shall be the same venue as required or permitted under the Agreement. Whenever possible, each provision of this Confirmatory Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Confirmatory Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Confirmatory Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Confirmatory Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR:
American Equipment, LLC

By: 
Name: Abraham S. Sussman
Title: President

ASSIGNEE:
American Equipment Systems, LLC

By: 
Name: Abraham S. Sussman
Title: President

SCHEDULE A
Purchased Marks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
CRANENET	US	5/7/19	88419675	11/26/19	5919364	Registered
AM QUIP (Stylized & Design)	US	5/7/19	88419668	11/26/19	5919363	Registered
AM QUIP	US	10/21/87	73690898	6/8/93	1775546	Registered
AM QUIP (Stylized & Design)	US	10/21/87	73690897	6/7/88	1491692	Registered