

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwest Hardwood Corporation		10/14/2021	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDWEST ACQUISITION LLC		
<b>Street Address:</b>	4002 Legion Drive		
<b>City:</b>	Hamburg		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14075		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6360495	MH METROHARDWOODS	
<b>Registration Number:</b>	3998500	WE MAKE GREEN EASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6462187665		
<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>			
<b>Phone:</b>	6462187605		
<b>Email:</b>	nfriedma@hodgsonruss.com		
<b>Correspondent Name:</b>	Neil B Friedman		
<b>Address Line 1:</b>	605 3rd Avenue, Suite 2300		
<b>Address Line 4:</b>	New York, NEW YORK 10158		
<b>ATTORNEY DOCKET NUMBER:</b>	.1217		
<b>NAME OF SUBMITTER:</b>	Neil B Friedman		
<b>SIGNATURE:</b>	/Neil B Friedman/		
<b>DATE SIGNED:</b>	10/18/2021		
<b>Total Attachments: 3</b>			
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OP \$65.00 6360495



## ASSIGNMENT OF REGISTERED TRADEMARKS

THIS ASSIGNMENT OF REGISTERED TRADEMARKS, is dated as of October 14, 2021, is by and between MIDWEST HARDWOOD CORPORATION, a Wisconsin corporation (“Assignor”) and MIDWEST ACQUISITION LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, is the owner, of all right, title and interest of those certain registered trademarks identified in the attached Schedule 1 and the associated goodwill related to the trademarks identified in the attached Schedule 1 (the “Trademarks”);

WHEREAS, pursuant to that Asset Purchase Agreement, dated on or about the date hereof, by and among Assignor, Assignee, MIDWEST HARDWOOD EXPORTS, INC., a Minnesota corporation and MICHAEL D. FLYNN, an individual (the “Purchase Agreement”)

WHEREAS, Assignee, is desirous of acquiring the entire right, title, and interest in and to the Trademarks pursuant to the Purchase Agreement;

NOW, THEREFORE, in consideration of and in exchange for the consideration set forth in the Purchase Agreement, receipt of which is hereby acknowledged:

1. Assignor, does hereby assign unto Assignee, all right, title and interest in and to said trademarks identified in the attached Schedule 1 and said registrations, together with the goodwill of the business symbolized by the trademarks including all rights and privileges associated with the trademarks including the right to sue for and recover all damages from any past or future infringements or other violations of the trademarks to be held and enjoyed by Assignee.

2. The provisions of this Assignment shall be subject to the terms and conditions of the Purchase Agreement. To the extent the terms of this Assignment are inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

3. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

4. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, this Assignment is executed as of the date first written above.

MIDWEST HARDWOOD CORPORATION

By: Michael Flynn  
Print Name: Michael Flynn  
Its: President

STATE OF Minnesota  
COUNTY OF Hennepin SS

On this 1st day of Sept, 2021, before me personally appeared the above-named MICHAEL D. FLYNN, to me known and known to me to be the PRESIDENT of MIDWEST HARDWOOD CORPORATION and acknowledged that he/she executed the foregoing instrument on behalf of MIDWEST HARDWOOD CORPORATION and pursuant to authority duly received.


(Seal)



Jeneé K Johnson  
(notary)

Signature Page to Trademark Assignment

**Schedule 1  
USPTO TRADEMARKS**

MARK	U.S. Reg. No.	Reg. Date
	6,360,495	May 25, 2021
WE MAKE GREEN EASY	3,998,500	July 19, 2011

**WISCONSIN STATE TRADEMARK REGISTRATIONS**

Mark	Registration No.	Orig. Reg. Date
BUFFALO LUMBER & TIE	WITM 3764349	12/26/2007
MEISTER LOG & LUMBER	WITM 3764350	12/26/2007
PARK FALLS HARDWOODS	WITM 3764351	12/26/2007
REEDSBURG HARDWOODS	WITM 3764352	12/26/2007
SUPERIOR KILNS	WITM 3764353	12/26/2007