

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM702503

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900620291		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Summit Heartland, LLC		05/28/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bahler IP, LLC		
<b>Street Address:</b>	3823 W 1800 S		
<b>City:</b>	Remington		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47977		
<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>	5837137	HEARTLAND BUILDERS	
<b>Registration Number:</b>	5944525	HEARTLAND BUILDERS CO. A SUMMIT LIVESTOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3177777920		
<b>Email:</b>	PATENTS@GUTWEINLAW.COM		
<b>Correspondent Name:</b>	Gutwein Law		
<b>Address Line 1:</b>	200 S. MERIDIAN ST., STE 420		
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46225		
<b>NAME OF SUBMITTER:</b>	Tyler B. Droste		
<b>SIGNATURE:</b>	/Tyler B. Droste/		
<b>DATE SIGNED:</b>	01/17/2022		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of May 28, 2020, is by and between Summit Heartland, LLC, a Delaware Limited Liability Company ("Assignor"), to Bahler IP, LLC, a Delaware Limited Liability Company ("Assignee").

Assignor is the owner of certain trademark applications and registrations listed on the attached Schedule A (the "Assigned Trademarks");

The Assignor's affiliate and Assignee have entered into a Purchase Agreement of even date ("Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned Trademarks; and

Pursuant to the Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is here acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of this date, and pursuant to the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to: (i) the trademarks and trademark applications set forth in the attached Schedule A, together with the goodwill of the business symbolized by the Assignment; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademarks; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Governing Law. This Assignment will be governed by, and construed in accordance with the laws of the state of Indiana without giving effect to the conflict of laws rules thereof.
3. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

4. Miscellaneous. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms will not modify the applicable terms and conditions of the Purchase Agreement.

5. Further Assurances. Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

The parties are signing this agreement on the date stated in the introductory clause.

ASSIGNOR:

SUMMIT HEARTLAND, LLC

DocuSigned by:  
*Edwin L. Bahler*  
By: \_\_\_\_\_  
Edwin L. Bahler, Manager

ASSIGNEE:

BAHLER IP, LLC

DocuSigned by:  
*Edwin L. Bahler*  
By: \_\_\_\_\_  
Edwin L. Bahler, Manager

**SCHEDULE A  
MARKS**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>
HEARTLAND BUILDERS	United States	5,837,137
HEARTLAND BUILDERS CO. A SUMMIT LIVESTOCK FACILITIES COMPANY	United States	5,944,525