

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Owen Industries, Inc.		02/03/2022	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Owen Metals Group, LLC		
Street Address:	501 Avenue H		
City:	Carter Lake		
State/Country:	IOWA		
Postal Code:	51510		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4643348	PAXTON & VIERLING STEEL	
Registration Number:	4643349	PVS	
Registration Number:	4643350	PVS	
Registration Number:	4643361	MISSOURI VALLEY STEEL	
Registration Number:	4647497	MVS	
Registration Number:	4647498	MVS	
Registration Number:	4469897	NPS	
Registration Number:	4649892	NORTHERN PLAINS FINISHING	
Registration Number:	4717044	NPF	
Registration Number:	4474348	NORTHERN PLAINS STEEL	
Registration Number:	4469896	NPS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	18168428600		
Email:	rhianna.bowyer@stinson.com		
Correspondent Name:	Rhianna A. Bowyer		
Address Line 1:	1201 Walnut Street, Suite 2900		
Address Line 4:	Kansas City, MISSOURI 64106		

CH \$290.00 4643348

NAME OF SUBMITTER:	Rhianna A. Bowyer
SIGNATURE:	/Rhianna A. Bowyer/
DATE SIGNED:	03/04/2022
Total Attachments: 4 source=Intellectual Property Assignment Agreement OII - OMG 02-03-2022#page1.tif source=Intellectual Property Assignment Agreement OII - OMG 02-03-2022#page2.tif source=Intellectual Property Assignment Agreement OII - OMG 02-03-2022#page3.tif source=Intellectual Property Assignment Agreement OII - OMG 02-03-2022#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of February 3, 2022 (the "Effective Date") by and between Owen Industries, Inc. an Iowa corporation having an address of 501 Avenue H, Carter Lake, Iowa 51510 ("Assignor") and Owen Metals Group, LLC an Iowa limited liability company having an address of 501 Avenue H, Carter Lake, Iowa 51510 ("Assignee").

WHEREAS, Assignor desires to assign the OMG IP (as defined below) to Assignee, which is an affiliate of Assignor, for use in Assignee's business, and Assignee desires to accept such assignment of rights and use the OMG IP in its business.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Intellectual Property" means all intellectual property, whether registered or unregistered, and the rights provided to such intellectual property under United States, state and/or foreign law, including without limitation: all trade names, trademarks, service marks, logos, insignia, and trade dress, including all registrations and applications therefore, all common law rights relating thereto and the goodwill of the business symbolized thereby; all patents and applications therefore, design or utility model registrations and applications therefore, and inventions that may be patentable; all copyrights and copyrightable works, including all registrations and applications therefore, and all common law rights relating thereto; all software; all trade secrets, know-how, confidential and/or proprietary information, including without limitation, data, processes, methods, procedures, developments, technology, plans, technical information, and drawings; and all domain names.

"OMG IP" means all Intellectual Property owned by or licensed to Assignor except for any Intellectual Property that is used solely in connection with the industrial fabrication business conducted by Assignor's PVS Structures division. For the avoidance of doubt, the OMG IP includes the Intellectual Property related to the business lines and divisions operated under the names PVS Metals, MVS Metals, NPS Metals, and NPF Finishing, including without limitation the trademark registrations and domain names listed in Exhibit A.

2. Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest in and to the OMG IP, including all rights of action, powers, and benefits arising from ownership of the OMG IP, including the right to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the OMG IP, the right to seek injunctive relief based on the OMG IP, and the right to pursue any and all claims and causes of action, with respect to the OMG IP, whether accruing before, on and/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.

3. Assignor agrees that it will execute any assignments or documents of title as may be requested by Assignee in the future in order to perfect, preserve and protect Assignee's title to, and ownership of, all or any part of the OMG IP and all rights therein throughout the world.

4. The rights and obligations hereunder shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, and heirs.

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

6. This Agreement constitutes the entire agreement between the parties regarding these matters and supersedes any other understandings or terms. This Agreement may not be modified except in writing, signed by both parties. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, rule or regulation, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or schedule had never been contained herein or attached hereto.

The parties represent, by the signatures below, that this Agreement has been executed to be effective as of the Effective Date listed above.

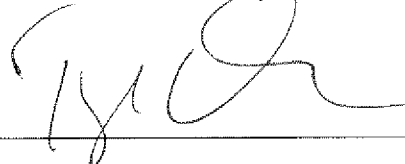
OWEN INDUSTRIES, INC.



By: Tyler Owen

Title: CEO/President

OWEN METALS GROUP, LLC



By: Tyler Owen

Title: Manager