

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid Finance Acquisition LLC		08/13/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	GVM, Inc.		
Street Address:	374 Heidlersburg Road		
City:	Biglerville		
State/Country:	PENNSYLVANIA		
Postal Code:	17307		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3995200	AGRIPROBE	
Registration Number:	4012473	AGRIWAVE	
Registration Number:	3166787	FUSION	
Registration Number:	2615362	GVM	
Registration Number:	5058193	GVM	
Registration Number:	4866415	MAKO	
Registration Number:	2564582	PREDATOR	
Registration Number:	3959614	PROBE2PROWLER	
Registration Number:	2407269	PROWLER	
CORRESPONDENCE DATA			
Fax Number:	7172601641		
<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:	17172328000		
Email:	trademarks@mcneeslaw.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	16009-0031		

OP \$240.00 3995200

NAME OF SUBMITTER:	Sue Heberlig
SIGNATURE:	/SueHeb/
DATE SIGNED:	06/23/2022
Total Attachments: 7 source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page1.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page2.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page3.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page4.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page5.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page6.tif source=Intellectual Property Assignment Agreement - EXECUTED (00456325) (A8342829)#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") made as of the 13th day of August by and between Liquid Finance Acquisition LLC, (the "Assignor"), a Michigan limited liability company having offices at 2700 Patterson Avenue SE, Grand Rapids, MI 49546, and GVM, Inc. (the "Assignee"), a Pennsylvania corporation having offices at 374 Heidlersburg Road, Biglerville, PA 17307.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee the 'Remaining Grantor Purchased Assets' (as defined in that certain 'Quitclaim Bill of Sale' between assignor and Assignee of even date herewith (the "Bill of Sale")); and

WHEREAS, the Remaining Grantor Purchased Assets includes certain intellectual property; and

WHEREAS, Assignor has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1) Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):
 - a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
 - b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - c) all other patents, trademarks, copyrights and other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
 - d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - e) 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
 - f) 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. Assignor hereby authorizes the officials of relevant entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 IP to Assignee, or any assignee or successor thereto.
- 3) Bill of Sale and IP Assignment. This IP Assignment is subject to the terms and provisions of the Bill of Sale. If there is any conflict or inconsistency between the terms of the Bill of Sale and the terms of this IP Assignment, the terms of the Bill of Sale shall prevail.
- 4) Counterparts. This IP 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 IP 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 IP Assignment.
- 5) Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on the following page]

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

LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY
LLC, its sole member

By: 
Name: William Melvin, III
Title: Manager

Address for Notices:
Liquid Finance Acquisition LLC
c/o Liquid Finance Company LLC
2700 Patterson Avenue SE
Grand Rapids, MI 49546
Attention: Willian Melvin III
Email: bill@liquidfc.com

With a copy to:
Cohen Tauber Spievack & Wagner P.C.
420 Lexington Avenue - Suite 2400
New York, NY 10170
Attention: Robert A. Boghosian, Esq.
Email: rboghosian@ctswlaw.com

AGREED TO AND ACCEPTED:

GVM, INC.

By: _____
Name: Mark W. Anderson
Title: President

Address for Notices:
GVM, Inc.
374 Heidlersburg Road
Biglerville, PA 17307
Attention: Mark Anderson, President
Email: mwa@gvminc.com

With a copy to:

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

LIQUID FINANCE ACQUISITION LLC

By: LIQUID FINANCE COMPANY
LLC, its sole member

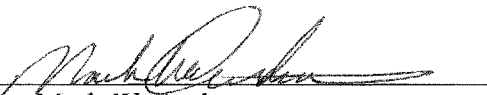
By: _____
Name: William Melvin, III
Title: Manager

Address for Notices:
Liquid Finance Acquisition LLC
c/o Liquid Finance Company LLC
2700 Patterson Avenue SE
Grand Rapids, MI 49546
Attention: Willian Melvin III
Email: bill@liquidfc.com

With a copy to:
Cohen Tauber Spievack & Wagner P.C.
420 Lexington Avenue - Suite 2400
New York, NY 10170
Attention: Robert A. Boghosian, Esq.
Email: rboghosian@ctswlaw.com

AGREED TO AND ACCEPTED:

GVM, INC.

By: 
Name: Mark W. Anderson
Title: President

Address for Notices:
GVM, Inc.
374 Heidlersburg Road
Biglerville, PA 17307
Attention: Mark Anderson, President
Email: mwa@gvminc.com

With a copy to:

McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
Attention: Louis A. Dejoie
Email: ldejoie@mcneeslaw.com

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
SOIL SAMPLING MACHINE AND METHOD OF USE	U.S.	8,459,131	6/11/2013 (Expired)
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	10,336,381	7/2/2019
SPREADER	U.S.	11,045,827	6/29/2021
TOE CONTROL FOR ADJUSTABLE AXLE	Australia	2017317530	10/1/2020
TOE CONTROL FOR ADJUSTABLE AXLE	Canada	3034662	3/23/2021

Patent Applications

Title	Jurisdiction	Application Number	Filing Date	Status
SPREADER	PCT	PCT/US2018/046164	8/10/2018	National Stage Entered
SPREADER	U.S.	16/639,014	8/10/2018	Pending
SPREADER	Canada	3072898	8/10/2018	Pending
SPREADER	U.S.	62/720,459	8/21/2018	Priority claimed
SPREADER	U.S.	16/545,392	8/20/2019	Pending
SPREADER	Canada	3052549	8/20/2019	Pending
TOE CONTROL FOR ADJUSTABLE AXLE	U.S.	62/377,713	8/22/2016	Priority claimed
TOE CONTROL FOR ADJUSTABLE AXLE	PCT	PCT/US2017/047960	8/22/2017	National Stage Entered

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GVM	Canada	633848	2/25/2005
PREDATOR	Canada	631455	1/28/2005 (Expunged)
PROWLER	Canada	632180	2/7/2005
GVM	New Zealand	608265	9/7/2000
PROWLER	New Zealand	608266	8/18/2000
AGRIPROBE	U.S.	3,995,200	7/12/2011
AGRIWAVE	U.S.	4,012,473	8/16/2011
FUSION	U.S.	3,166,787	10/31/2006
GVM	U.S.	2,615,362	9/3/2002
GVM (Stylized and/or with Design)	U.S.	5,058,193	10/11/2016
MAKO	U.S.	4,866,415	12/8/2015
PREDATOR	U.S.	2,564,582	4/23/2002
PROBE2PROWLER	U.S.	3,959,614	5/10/2011
PROWLER	U.S.	2,407,269	11/21/2000