

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RODEO ACQUISITION CORPORATION		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TARTER GATE COMPANY, LLC		
Doing Business As:	DBA Tarter Farm and Ranch Equipment		
Street Address:	10739 SOUTH U.S. 127		
City:	DUNNVILLE		
State/Country:	KENTUCKY		
Postal Code:	42528		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88011630	IDEAL	
Serial Number:	87151000	IDEAL	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	04/04/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of March 31, 2023 by and between TARTER GATE COMPANY, LLC, a Kentucky limited liability company dba Tarter Farm and Ranch Equipment (the “Assignee”), and RODEO ACQUISITION CORPORATION, a Delaware corporation (the “Assignor”) (Assignee and Assignor are collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein (the “Trademarks”) together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks.

WHEREAS, pursuant to and in connection with that certain Contribution Agreement, effective as of the date hereof, by and among Assignee, Assignor and the other parties thereto (the “Contribution Agreement”), Assignor agreed to assign, contribute, convey, and transfer, and desires to assign, contribute, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive and accept all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Contribution Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by the Trademarks, and with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present or future infringement or violation of any of the Trademarks, all common law rights in the Trademarks, all future registrations issuing therefrom, and to collect all damages, awards, settlements and proceeds relating to the Trademarks. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or successor offices.

3. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, Canadian Intellectual Property Office, or successor offices. Assignee is hereby irrevocably appointed as Assignor’s attorney-in-fact (it being acknowledged that such appointment is irrevocable and coupled with an interest) with respect to Assignor’s obligations under this

Section 3, with full right, power and authority to execute, acknowledge, verify and deliver the same in the name of and on behalf of Assignor.

4. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the Parties arising under the Contribution Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Contribution Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by Parties.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the Parties and their respective assigns, transferees, and successors.

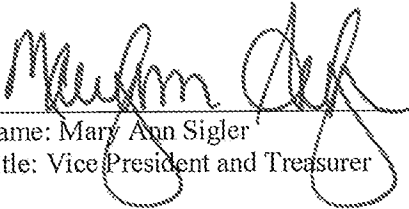
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

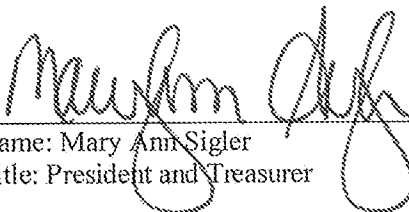
ASSIGNEE:

TARTER GATE COMPANY, LLC

By:  _____ APS
Name: Mary Ann Sigler
Title: Vice President and Treasurer

ASSIGNOR:

RODEO ACQUISITION CORPORATION

By:  _____ APS
Name: Mary Ann Sigler
Title: President and Treasurer

SCHEDULE A**UNITED STATES TRADEMARK REGISTRATIONS:**

Owner	Serial Number	Registration Date	Trademark
C-Ville Fabricating, Inc.	88011630	May 21, 2019	IDEAL
C-Ville Fabricating, Inc.	87151000	October 31, 2017	IDEAL

CANADA TRADEMARK APPLICATION:

Owner	Application Number	Filing Date	Trademark
C-Ville Fabricating, Inc.	1936704	December 18, 2018	IDEAL