

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mahaney Group, Inc.		08/15/2022	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	MAHANEY, A TECTA AMERICA COMPANY, LLC		
Street Address:	9450 W Bryn Mawr Ave, Ste 500		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6022915	MAHANEY GROUP	
Registration Number:	6022913	EXCELLENCE ELEVATED	
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:	312-715-5241		
Email:	katrina.balasko@quarles.com, tm-dept@quarles.com		
Correspondent Name:	Nicole M. Murray at Quarles & Brady LLP		
Address Line 1:	300 N. LaSalle Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60654-3406		
ATTORNEY DOCKET NUMBER:	900987.00308/00309		
NAME OF SUBMITTER:	Nicole M. Murray		
SIGNATURE:	/Nicole M. Murray/		
DATE SIGNED:	05/05/2023		
Total Attachments: 72			
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (“*Bill of Sale*”) is made as of August 15, 2022 (the “*Closing Date*”), by and among MAHANEY GROUP, INC., a Kansas corporation, MAHANEY STEEL, INC., a Kansas corporation, and MAHANEY EQUIPMENT, INC., a Kansas corporation (collectively “*Seller*”), and MAHANEY, A TECTA AMERICA COMPANY, LLC, a Wisconsin limited liability company (“*Buyer*”).

RECITALS:

A. Buyer, Seller and Owner are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”).

B. Pursuant to the Purchase Agreement, Buyer, Seller and Owner are entering into this Bill of Sale.

C. Seller and Owner (to the extent title is in his name) desire to assign to Buyer all of their right, title, interest and obligation in, to and under the (i) Purchased Assets (as defined in the Purchase Agreement), (ii) the Assumed Liabilities (as defined in the Purchase Agreement), and (iii) the goodwill of the Business (as defined in the Purchase Agreement), in accordance with the terms and conditions of this Bill of Sale.

D. Buyer desires to accept such assignment of Seller’s and Owner’s right, title, interest and obligation in, to and under the (i) Purchased Assets, (ii) Assumed Liabilities, and goodwill (personal or otherwise) of the Business (the “*Goodwill*”), in accordance with the terms and conditions of this Bill of Sale.

E. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and of the consummation of the transactions contemplated by the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound agree as follows:

1. **Sale and Assignment**. Upon all of the terms and subject to all of the conditions of this Bill of Sale, except as set forth in Section 3 below, Seller and Owner hereby sell, assign, transfer, convey and deliver to Buyer all their right, title, interest and obligation in, to and under: (i) the Purchased Assets; (ii) the Assumed Liabilities for and during the remainder of the term of the Assumed Liabilities and subject to the covenants and conditions of the Assumed Liabilities, and (iii) the Goodwill.

2. **Assumption**. Except as set forth in Section 3 below, Buyer hereby accepts and purchases the foregoing assignment of the Purchased Assets and Goodwill, and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Buyer under or with respect to the Purchased Assets and Assumed Liabilities arising, accruing or first coming due on or after the Effective Time (as defined in the Purchase Agreement), and agrees to be bound

by all of the terms and conditions of such Purchased Assets and discharge, as and when due, all of the obligations under the Assumed Liabilities accruing on or after the Effective Time.

3. **Excluded Assets and Excluded Liabilities.** Notwithstanding the foregoing or anything else to the contrary, no Excluded Assets (as defined in the Purchase Agreement) are assigned, transferred or conveyed to Buyer pursuant to this Bill of Sale. Buyer assumes no Excluded Liabilities (as defined in the Purchase Agreement), and the parties agree that all Excluded Liabilities shall remain the sole responsibility of Seller and Owner.

4. **Purchase Agreement.** Nothing contained in this Bill of Sale shall be deemed to supersede or otherwise affect any of the obligations, agreements, covenants, representations or warranties of Buyer, Seller and Owner contained in the Purchase Agreement.

5. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Bill of Sale.

6. **Further Assurances.** Each party, for itself and its successors and assigns, hereby covenants that at any time and from time to time after the delivery of this instrument, at such other party's request and expense, such party will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances as may be reasonably requested and as may be necessary to more effectively convey, transfer and vest in Buyer any of the Purchased Assets or the Assigned Liabilities or to better effectuate the intent and purposes hereof.

7. **Binding Effect.** This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.

8. **Governing Law; Dispute Resolution.** This Bill of Sale shall be construed and enforced in accordance with the laws of the State of Illinois. All claims and disputes arising under this Bill of Sale shall be governed by the dispute resolution provisions contained in the Purchase Agreement.

9. **Electronic Signatures.** This Bill of Sale may be executed and delivered by electronic transmission, including email. Any electronic signatures shall have the same legal effect as manual signatures.

[Remainder of this page intentionally left blank. Signature page follows.]


IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective duly authorized representatives as of the day and year first above written.

SELLER:


MAHANEY GROUP, INC.

By: 
Mark D. Bolt, President

MAHANEY STEEL, INC.

By: 
Mark D. Bolt, President

MAHANEY EQUIPMENT, INC.

By: 
Mark D. Bolt, President

BUYER:

MAHANEY, A TECTA AMERICA COMPANY, LLC

By: _____
David R. Reginelli, President

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective duly authorized representatives as of the day and year first above written.

SELLER:

MAHANEY GROUP, INC.

MAHANEY STEEL, INC.

By: _____
Mark D. Bolt, President

By: _____
Mark D. Bolt, President

MAHANEY EQUIPMENT, INC.

By: _____
Mark D. Bolt, President

BUYER:

MAHANEY, A TECTA AMERICA COMPANY, LLC

By:  _____
David R. Reginelli, President

ASSET PURCHASE AGREEMENT

BY AND AMONG

**MAHANEY GROUP, INC.,
MAHANEY STEEL, INC.
AND MAHANEY EQUIPMENT, INC.
AS SELLER,**

**MARK D. BOLT, MIKE BOLT AND
ELIZABETH BOLT
AS OWNER,**

AND

**MAHANEY, A TECTA AMERICA
COMPANY, LLC
AS BUYER**

DATED AS OF AUGUST 15, 2022

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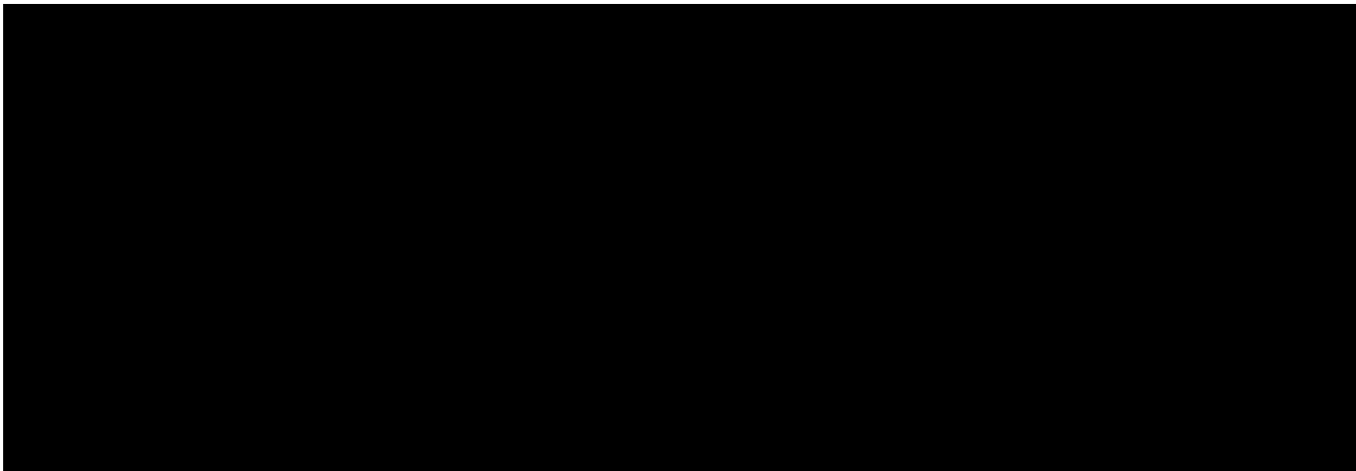
ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “*Agreement*”) is made as of August 15, 2022 (the “*Closing Date*”), by and among MAHANEY GROUP, INC., a Kansas corporation, MAHANEY STEEL, INC., a Kansas corporation, and MAHANEY EQUIPMENT, INC., a Kansas corporation (collectively “*Seller*”), MARK D. BOLT, MIKE BOLT and ELIZABETH BOLT (collectively “*Owner*”), and MAHANEY, A TECTA AMERICA COMPANY, LLC, a Wisconsin limited liability company (“*Buyer*”).

RECITALS

A. Seller has been engaged in the commercial and industrial roofing, low-slope roofing, steel erection, architectural sheet metal and facility services business, including, without limitation, installation and servicing of roofing systems, sheet metal fabrication and installation design, supply and erection of pre-engineered metal building systems and rental of construction equipment in Kansas, Colorado, Iowa, Missouri, Nebraska, Oklahoma, Texas and nearby states (the “*Business*”).

B. Seller and Owner, respectively, desire to sell to Buyer, and Buyer desires to purchase from Seller, (i) the Business and substantially all of the assets of Seller used in the operation of the Business and (ii) the personal goodwill of Owner in the Business, in exchange for cash at the Closing and the opportunity for an earnout over the 36-month period following the Closing based on the Business operations.



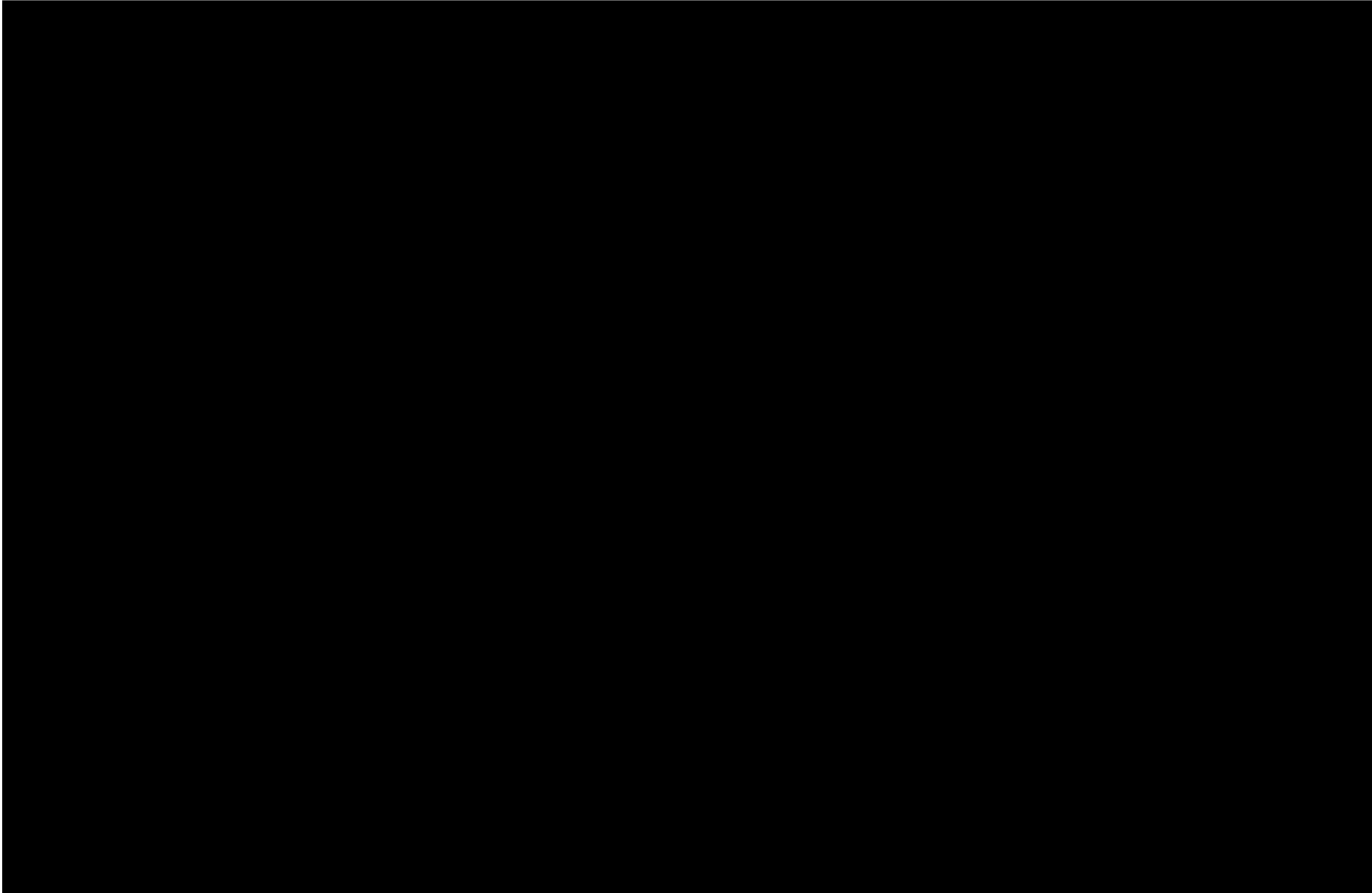
NOW, THEREFORE, in consideration of the recitals and the respective undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:







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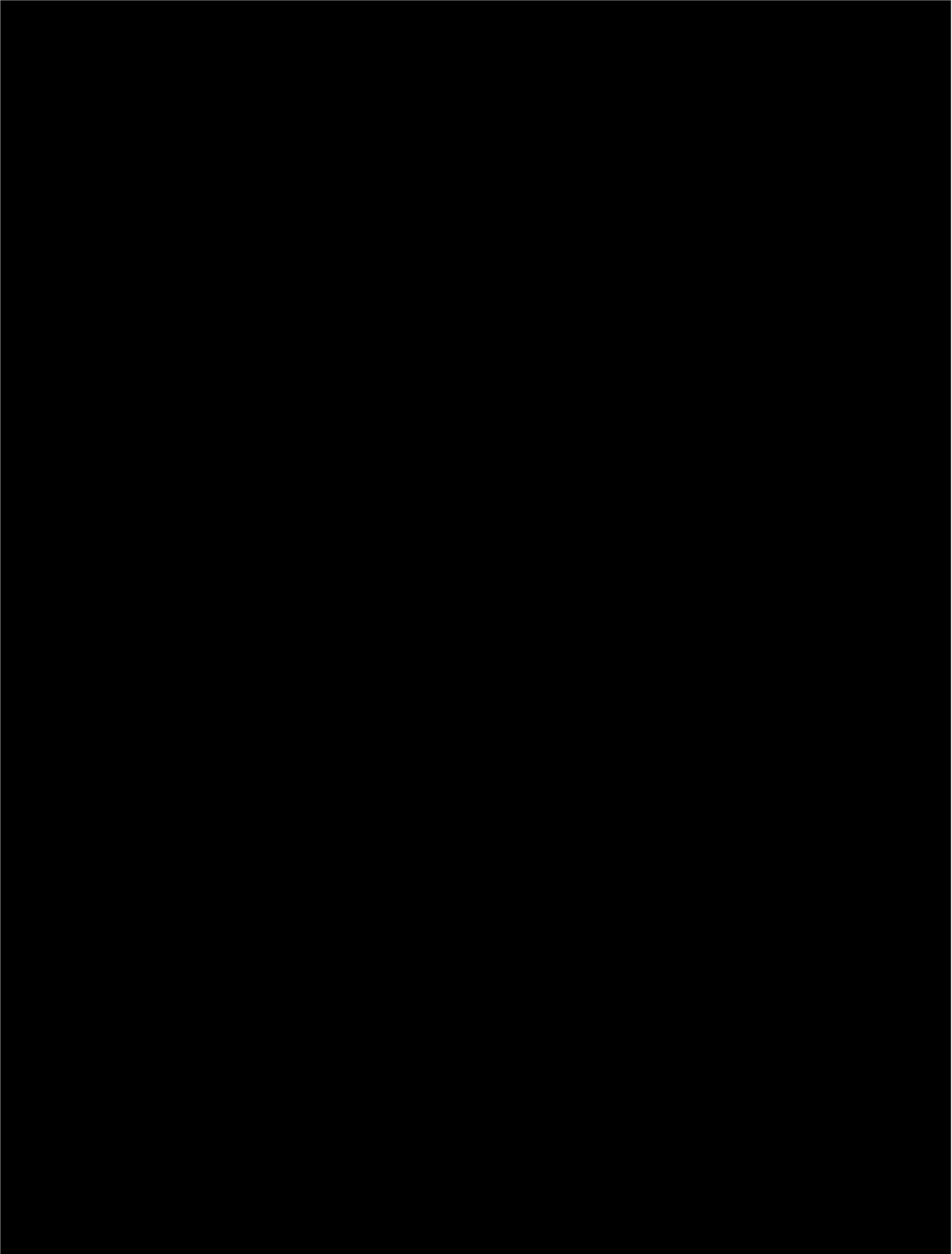
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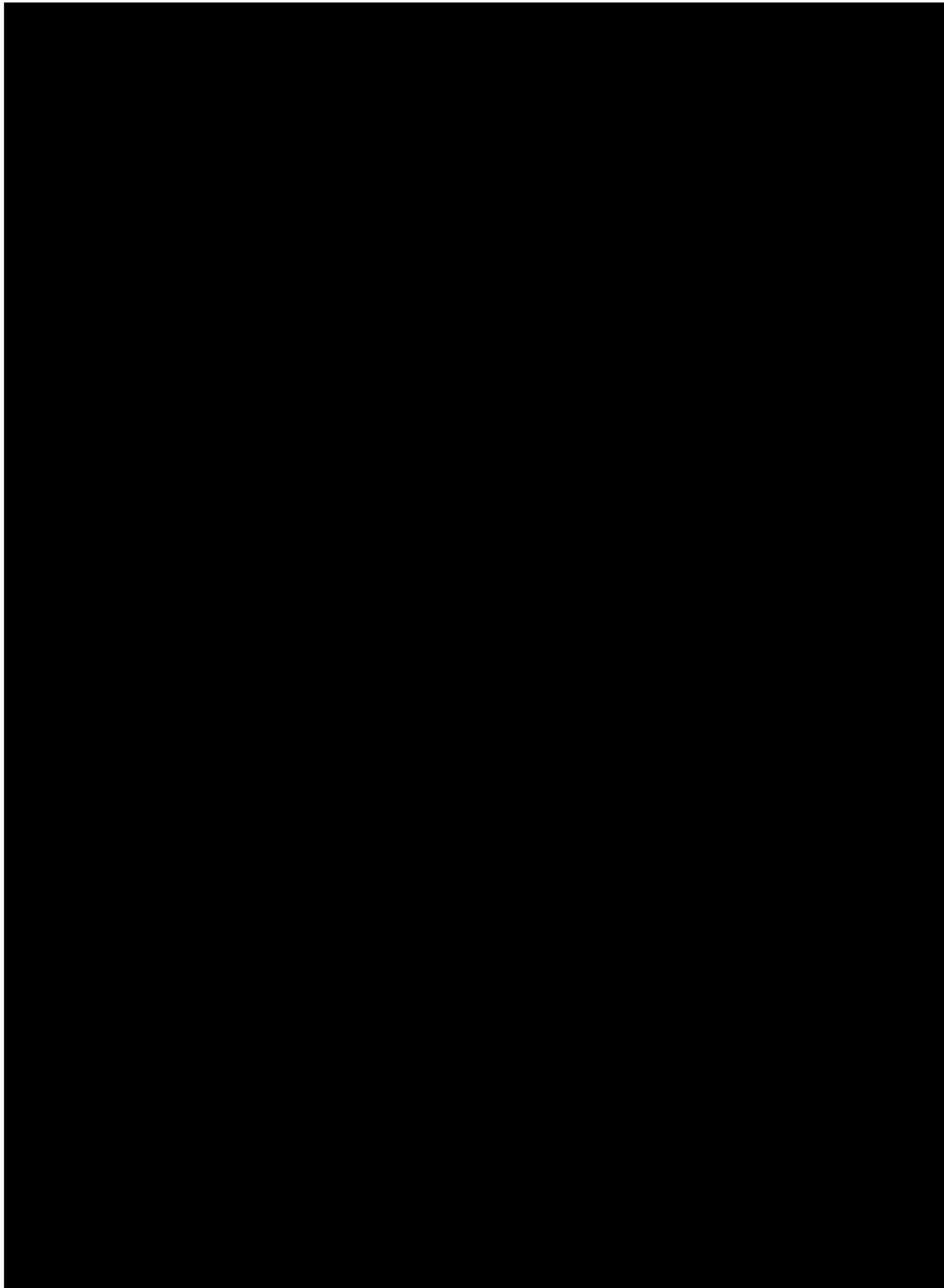
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“Proprietary Rights” means all of the following items of the Business, along with all income, royalties, damages and payments due or payable with respect thereto, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world: (a) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation in part, division, revision, extension or reexamination thereof; (b) trademarks, trademark registrations, trademark applications, service marks, trade dress, logos, domain names, trade names and corporate names together with all goodwill associated therewith; (c) copyrights registered or unregistered and copyrightable works; mask works; and all registrations, applications and renewals for any of the foregoing; (d) trade secrets and confidential information (including but not limited to, ideas, know how, research and development information, drawings, specifications, designs, plans, proposals, formulas, manufacturing, processing, and packaging information, technical data, financial, business and marketing plans and systems, and customer and supplier lists and related information); and (e) computer software and software systems, (including data, databases and related documentation).





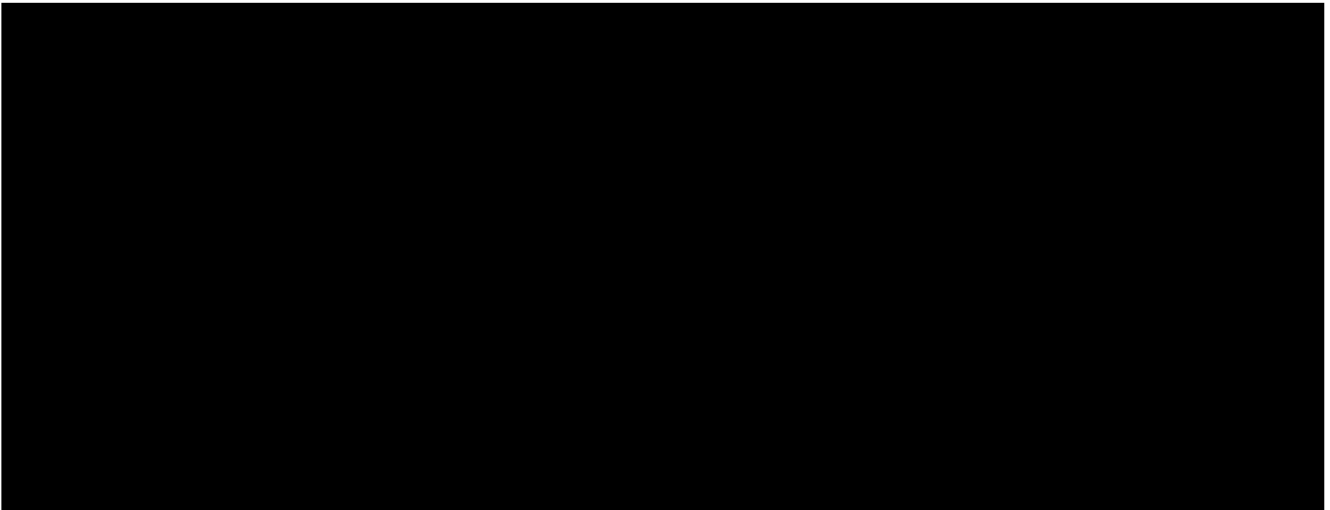


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ARTICLE 2

PURCHASE AND SALE

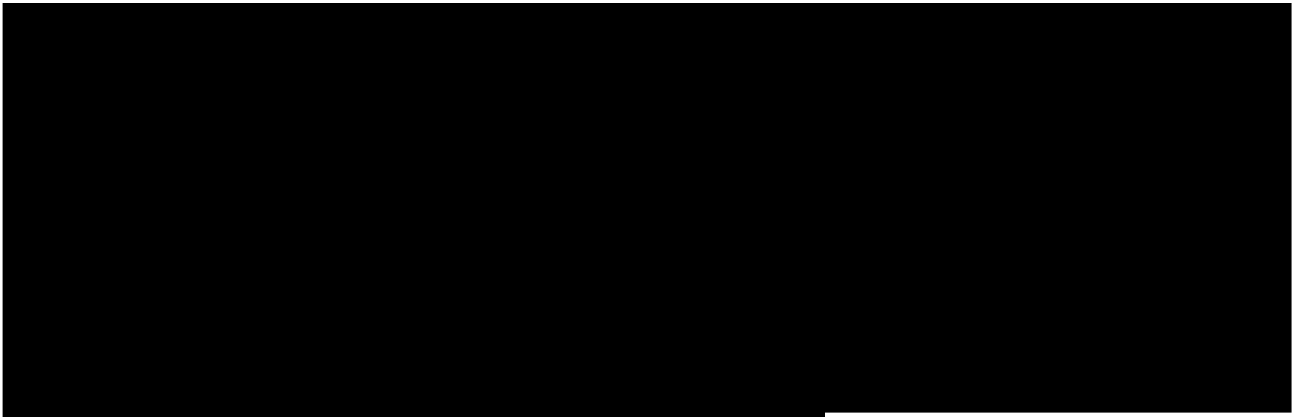
2.1 **Purchased Assets**. Subject to the terms and conditions set forth in this Agreement, and except for the Excluded Assets as expressly provided in Section 2.2, at the Closing and upon the terms and conditions of this Agreement, Seller shall sell, assign, transfer, deliver and convey to Buyer and Buyer shall purchase and accept from Seller, free and clear of any Liens, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets as expressly provided in Section 2.2), which relate to, or are used or held for use in connection with, the Business (whether or not reflected on the Financial Statements), and all personal goodwill of Owner relating to the Business (collectively, the "***Purchased Assets***"), including the following:



2.1.4 All Contracts and proposals related to the operation of the Business, including, without limitation, those listed on Schedule 2.1.4 and, for avoidance of doubt, all existing noncompetition, non-solicitation and confidentiality agreements between Seller (or any of them) and any employee or independent contractor ("***Assumed Agreements***") other than those specified on Schedule 2.2;



2.1.6 Proprietary Rights specified on Schedule 2.1.6;



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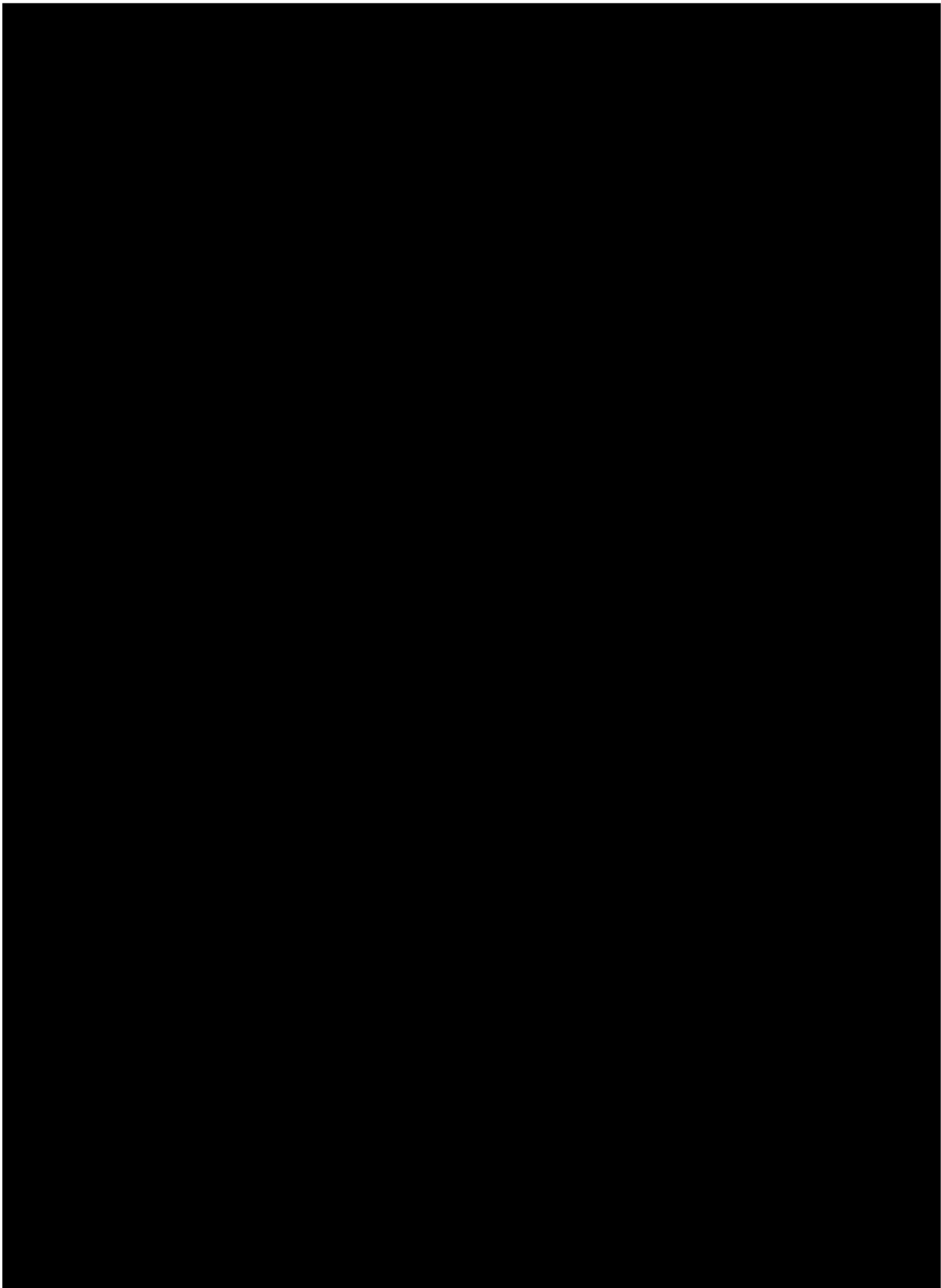
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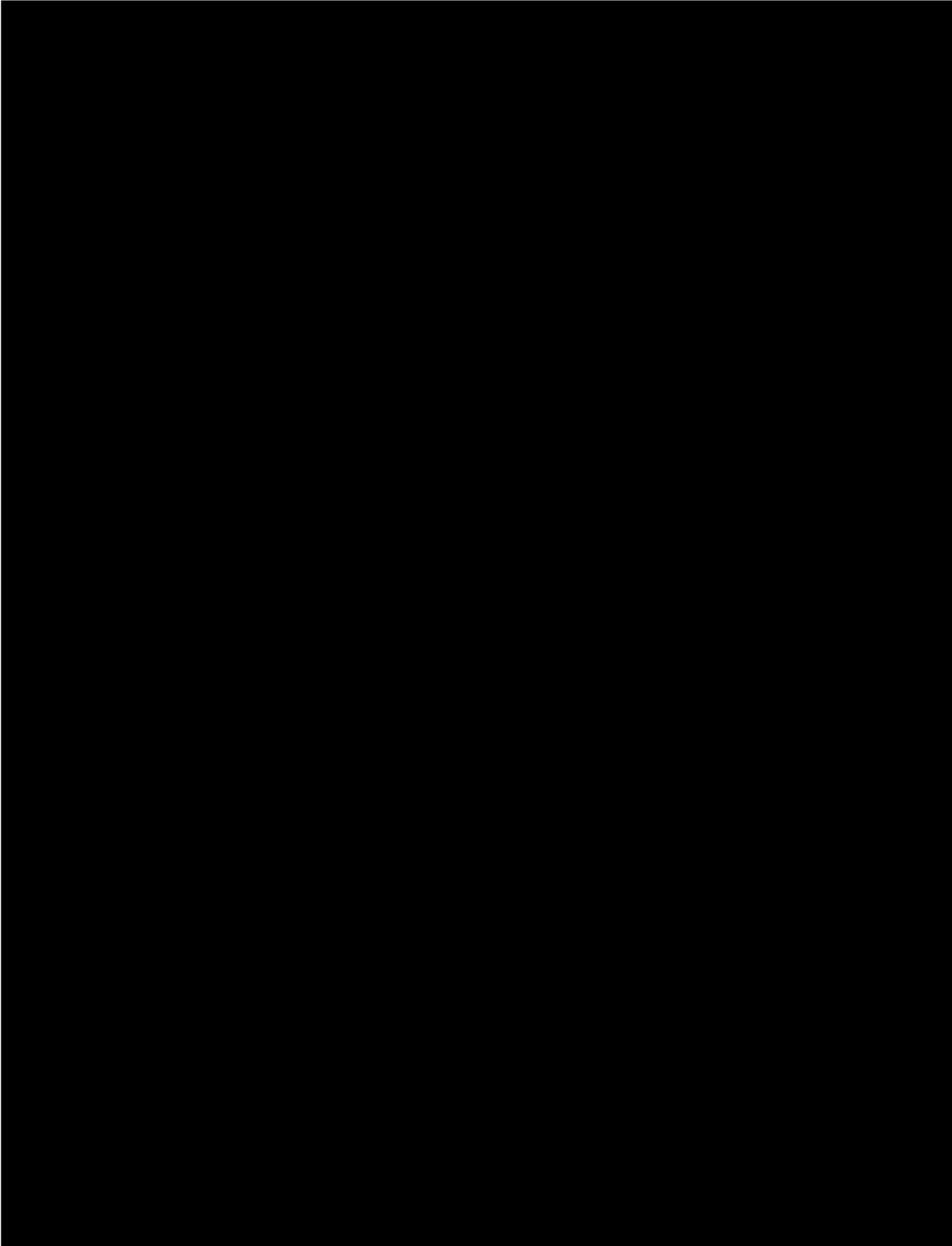
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IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the date first written above.

SELLER:

MAHANNEY GROUP, INC.

By: 
Mark D. Bolt, President

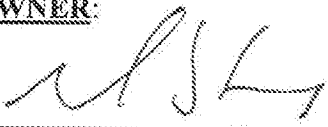
MAHANNEY STEEL, INC.

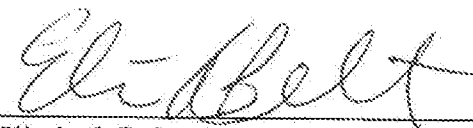
By: 
Mark D. Bolt, President

MAHANNEY EQUIPMENT, INC.

By: 
Mark D. Bolt, President

OWNER:


Mark D. Bolt


Elizabeth Bolt


Mike Bolt

BUYER:

MAHANNEY, A TECTA AMERICA COMPANY, LLC

By: _____
David R. Reginelli, President

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the date first written above.

SELLER:

MAHANEY GROUP, INC.

MAHANEY STEEL, INC.

By: _____
Mark D. Bolt, President

By: _____
Mark D. Bolt, President

MAHANEY EQUIPMENT, INC.

By: _____
Mark D. Bolt, President

OWNER:

Mark D. Bolt

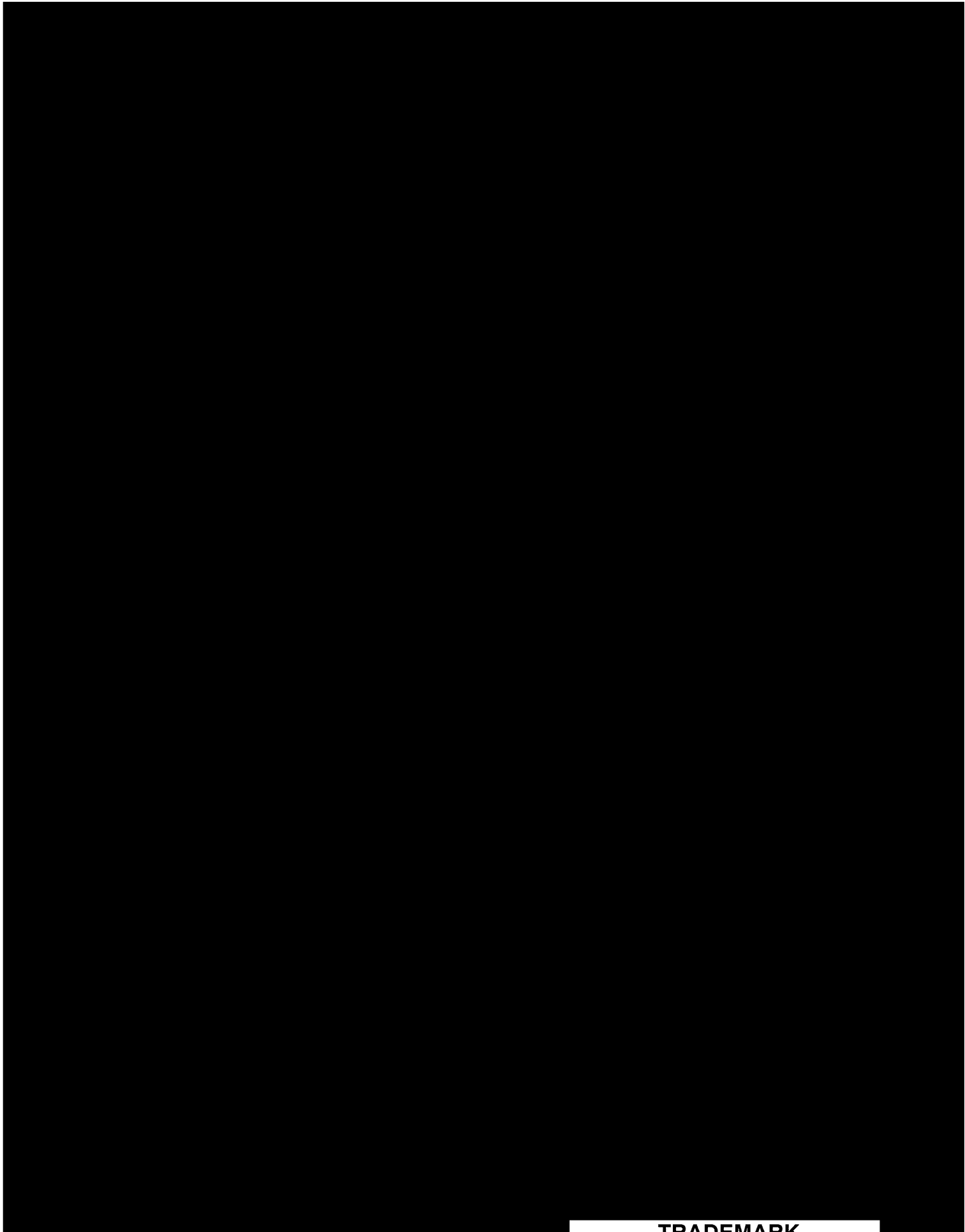
Elizabeth Bolt

Mike Bolt

BUYER:

MAHANEY, A TECTA AMERICA COMPANY, LLC

By:  _____
David R. Reginelli, President



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Schedule 2.1.6

Proprietary Rights

1. Trademarks – See Attachment

MAHANNEY GROUP, INC.

Trademarks

Mark	Registration Number	Owner	Renewal Period
	60222915	Mahaney Group, Inc.	03/31/2025 – 03/31/2026
Excellence Elevated	60222913	Mahaney Group, Inc.	03/31/2025 – 03/31/2026

United States of America

United States Patent and Trademark Office



Reg. No. 6,022,915

Mahaney Group, Inc. (KANSAS CORPORATION)
2822 N. Mead

Registered Mar. 31, 2020

Wichita, KANSAS 67219

Int. Cl.: 37

CLASS 37: Construction of commercial buildings; consulting in the field of commercial building construction; general construction contracting in the field of commercial buildings; repair and remodeling of commercial buildings; commercial roofing consultation, contracting, installation, repair, and preventative maintenance service; and rental of construction equipment

Service Mark

Principal Register

FIRST USE 8-2-2019; IN COMMERCE 8-2-2019

The color(s) navy blue and white is/are claimed as a feature of the mark.

The mark consists of two stylized incomplete white rectangle outlines with the words "MAHANEY GROUP" in white centered to the right of the rectangles, all on a navy blue background.

No claim is made to the exclusive right to use the following apart from the mark as shown: "GROUP"

SER. NO. 88-593,934, FILED 08-27-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office



TRADEMARK
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United States of America

United States Patent and Trademark Office

Excellence Elevated

Reg. No. 6,022,913

Registered Mar. 31, 2020

Int. Cl.: 37

Service Mark

Principal Register

Mahaney Group, Inc. (KANSAS CORPORATION)
2822 N. Mead
Wichita, KANSAS 67219

CLASS 37: Construction of commercial buildings; consulting in the field of commercial building construction; general construction contracting in the field of commercial buildings; repair and remodeling of commercial buildings; commercial roofing consultation, contracting, installation, repair, and preventative maintenance service; and rental of construction equipment

FIRST USE 8-2-2019; IN COMMERCE 8-2-2019

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-593,907, FILED 08-27-2019



Andrei Iancu

Director of the United States
Patent and Trademark Office

