

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI252259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gearcor LLC		05/20/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	GMES LLC		
Street Address:	1391 E Boone Industrial Blvd		
City:	Columbia		
State/Country:	MISSOURI		
Postal Code:	65202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3904324	GEARCOR	
CORRESPONDENCE DATA			
Fax Number:	3128762837		
<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:	8164602605		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	20007556-000001		
NAME OF SUBMITTER:	KATHERINE KRUTZSCH		
SIGNATURE:	KATHERINE KRUTZSCH		
DATE SIGNED:	05/23/2024		
Total Attachments: 5			
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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into effective as of May 20, 2024 (“Effective Date”), by and between Gearcor LLC, a Delaware limited liability company (“Assignor”), and GMES LLC, a Delaware limited liability company (the “Assignee”). Assignor and Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Assignment and Assumption Agreement (as defined herein).

WHEREAS, Assignor is engaged in the use of the trademarks and copyrights set forth in Exhibit A hereto (respectively, the “Marks” and “Copyrights”);

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks and Copyrights, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same; and

WHEREAS, the Assignor is a subsidiary directly and wholly-owned by the Assignee;

WHEREAS, the Parties have entered into that certain Assignment and Assumption Agreement, effective as of the date hereof (the “Purchase Agreement”) pursuant to which Assignee has acquired from Assignor certain of its assets, including the Marks and Copyrights.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks and Copyrights, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized thereby, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks and Copyrights, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks and Copyrights herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks and Copyrights from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks and Copyrights as Assignee shall reasonably request.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office, and the United States

Copyright Office, or with respect to any foreign trademarks, service marks, or copyrights, or applications or registrations for same the foreign equivalent, as the case may be, to record Assignee as owner of the Marks and Copyrights and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks and Copyrights as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. Subsidiaries, Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective subsidiaries, successors and permitted assigns.

6. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

7. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

8. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

9. Entire Agreement. This Assignment, the other transaction documents contemplated by the Assignment and Assumption Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

10. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties.

No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

11. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

Gearcor LLC

By: 
Name: Beau Aero Martin
Title: Chief Executive Officer

ASSIGNEE:

GMES LLC

By: 
Name: Beau Aero Martin
Title: Chief Executive Officer

[Signature Page to Trademark and Copyright Assignment Agreement]

EXHIBIT A
TRADEMARKS

Country	Title	Image	Status	App. No.	App. Date	Reg. No.	Reg. Date
USA	BE SAFE. DO MORE.		Registered	87/232345	Nov-10-2016	5284243	Sep-12-2017
USA	CLIMB HIGHER		Registered	86/225496	Mar-19-2014	4786807	Aug-04-2015
USA	CLIMB HIGHER		Registered	86/196692	Feb-18-2014	4806444	Sep-08-2015
USA	COLUMBIA SAFETY		Registered	87/232336	Nov-10-2016	5284242	Sep-12-2017
USA	CS (AND DESIGN)		Registered	87/232356	Nov-10-2016	5289259	Sep-19-2017
USA	GEAR EXPERTS		Registered	87/231463	Nov-09-2016	5268062	Aug-15-2017
USA	GEARCOR		Registered	85/052913	Jun-02-2010	3904324	Jan-11-2011
USA	GME SUPPLY CO		Registered	86/196701	Feb-18-2014	4911827	Mar-08-2016
USA	GME SUPPLY CO (AND DESIGN)		Registered	86/196735	Feb-18-2014	4911828	Mar-08-2016
USA	SAFETY LMS		Registered	90/479564	Jan-21-2021	6734842	May-04-2022
USA	SAFETY LMS (AND DESIGN)		Registered	90/479898	Jan-21-2021	6734843	May-24-2022
USA	WESTFALL PRO		Registered	88/567842	Aug-06-2019	6001793	Mar-03-2020
USA	WESTFALL PRO (AND DESIGN)		Registered	88/567858	Aug-06-2019	6001796	Mar-03-2020

COPYRIGHT

Country	Title	Status	Reg. No.	Reg. Date
USA	COPYRIGHT: WEBSITE CONTENT OF WWW.COLSAFETY.COM	Registered	VAu 1-299-054	Feb-16-2017
USA	COPYRIGHT: WEBSITE CONTENT OF WWW.GMESUPPLY.COM	Registered	VAu 1-241-514	Mar-04-2016