

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ReSource LLC		12/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Altus Manufacturing LLC
Street Address:	6452 Sunset Trail
City:	Loretto
State/Country:	MINNESOTA
Postal Code:	55357
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3793503	ALTUS
Registration Number:	3565239	ALTUS
Registration Number:	3926461	BLACK ICE
Registration Number:	3215399	ELK CREEK
Registration Number:	3809363	WHITE MOUNTAIN

CORRESPONDENCE DATA

Fax Number: 6125732005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-573-2000
 Email: mbondi@dbclaw.com
 Correspondent Name: Michael A. Bondi
 Address Line 1: 100 South Fifth Street, Suite 2250
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	A1378.601.101	TRADEMARK
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NAME OF SUBMITTER:	Michael A. Bondi
Signature:	/Michael A. Bondi/
Date:	01/14/2013
Total Attachments: 1 source=Altus Trademark Assignment 1-14-13#page1.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered on 12/14, 2012, by and between ReSource LLC ("Assignor") and Altus Manufacturing LLC and ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of US Trademark Registration No. 3,793,503 for the mark ALTUS, US Trademark Registration No. 3,565,239 for the mark ALTUS, US Trademark Registration No. 3,926,461 for the mark BLACK ICE, US Trademark Registration No. 3,809,636 for the mark WHITE MOUNTAIN, and US Trademark Registration No. 3,215,399 for the mark ELK CREEK ("the Marks"), and

Whereas, Assignor wishes to assign his rights in the Marks to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Marks, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, and (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment. Assignor and Assignee are aware of the restrictions on assigning intent-to-use trademark applications and indicate that this assignment is permissible as Assignee is a successor to Assignor's business.
- 2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. **CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. **BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the respective dates set forth below.

RESOURCE LLC:

ALTUS MANUFACTURING LLC:

12-14-12
Date

12/14/12
Date

Christine J. Jeatran
Signature

[Signature]
Signature

Christine J. Jeatran
Printed Name

Josh Jeatran
Printed Name

Member
Title

Partner
Title