# OP \$90.00 4020249

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM437593
Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Parks Manufacturing, Inc.		06/30/2017	Corporation: OKLAHOMA

### **RECEIVING PARTY DATA**

Name:	Parks Manufacturing, LLC	
Street Address:	711 Boren Boulevard	
City:	Seminole	
State/Country:	OKLAHOMA	
Postal Code:	74868	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4020249	BLUE WAVE
Registration Number:	3380341	PURE BAY
Serial Number:	87345821	SILVERWAVE

### **CORRESPONDENCE DATA**

**Fax Number:** 4023909005

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.

**Phone:** 402-390-9500

Email: ip@koleyjessen.com
Correspondent Name: Roberta L. Christensen
Address Line 1: 1125 S 103rd Street

Address Line 2: One Pacific Place, Suite 800 Address Line 4: Omaha, NEBRASKA 68124

NAME OF SUBMITTER:	Roberta L. Christensen	
SIGNATURE:	/rlc/	
DATE SIGNED:	08/02/2017	

### **Total Attachments: 3**

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> TRADEMARK REEL: 006120 FRAME: 0865

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into effective July 21, 2017, by Parks Manufacturing, Inc., an Oklahoma corporation, having an address at address at 711 Boren Boulevard, Seminole, Oklahoma 74868 ("Assignor"), in favor of Parks Manufacturing, LLC, a Delaware limited liability company, having an address at 711 Boren Boulevard, Seminole, Oklahoma 74868 ("Assignee"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement, dated July 21, 2017 (the "Purchase Agreement"), by and among Assignor, Assignee and certain other parties thereto.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the trademarks listed on <u>Exhibit A</u>, attached hereto (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks in any and all countries.

All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement, and the terms of construction set forth in Section 7.3 of the Purchase Agreement shall apply to this Assignment.

Assignor may execute and deliver this Assignment by means of facsimile transmission or electronic mail and the parties agree that the receipt of such executed Assignment shall be binding on Assignor and shall be construed as an original. After the Closing, Assignor shall promptly deliver to Assignee an original version of this Assignment that was executed and exchanged by facsimile transmission or electronic mail, but failure to do so shall not affect the binding nature of the same.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the date first written above.

> PARKS MANUFACTURING, INC., an Oklahoma corporation, Assignor

Name: Roger E. Parks

Title: President

STATE OF OKLAHOMA ) 88. COUNTY OF SEMINOLE

On this 30 day of 000, 2017, before me a Notary Public in and for the county and state aforesaid, appeared Roger E. Parks, to me personally known to be person whose name is subscribed to the foregoing Agreement and acknowledged that he executed said instrument as a free act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

# 15008715 # 15008715 EXP. 08/21/19 # 05 04/4/4/4

# **EXHIBIT A**

# U.S. TRADEMARKS

MARK	SERIAL NO. / REG. NO.
BLUE WAVE	4,020,249
PURE BAY	3,380,341
SILVERWAVE	87/345,821

4843-2778-3740.4

RECORDED: 08/02/2017

TRADEMARK REEL: 006120 FRAME: 0868