

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519908

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HLM Intellectual Property Corp.		04/01/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hoist Material Handling, Inc.		
<b>Street Address:</b>	5555 Inwood Drive		
<b>City:</b>	Columbus		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5650014	TE-SERIES	
<b>Registration Number:</b>	5633635	HOIST T-SERIES	
<b>Registration Number:</b>	5363425	FKS SERIES	
<b>Registration Number:</b>	5363421	P SERIES	
<b>Registration Number:</b>	5354142	NEPTUNE	
<b>Registration Number:</b>	5352362	LCH SERIES	
<b>Registration Number:</b>	5352361	FR SERIES	
<b>Registration Number:</b>	5331800	LAZER SERIES	
<b>Registration Number:</b>	5326197	HOIST LIFTRUCK	
<b>Registration Number:</b>	4617678	NEPTUNE	
<b>Registration Number:</b>	4632438	LCH SERIES	
<b>Registration Number:</b>	4631677	TITAN SERIES	
<b>Registration Number:</b>	4631675	P SERIES	
<b>Registration Number:</b>	4631669	LAZER SERIES	
<b>Registration Number:</b>	4631668	FKS SERIES	
<b>Registration Number:</b>	4662387	HOIST LIFTRUCK REMOTETECH	
<b>Registration Number:</b>	4846836	FR SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 5650014

**Fax Number:** 3172317433

***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:** 317-236-1313

**Email:** brittany.smith@btlaw.com

**Correspondent Name:** Brittany S. Smith

**Address Line 1:** 11 South Meridian Street

**Address Line 4:** Indianapolis, INDIANA 46204

<b>ATTORNEY DOCKET NUMBER:</b>	66288-11
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<b>NAME OF SUBMITTER:</b>	Brittany S. Smith
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<b>SIGNATURE:</b>	/bssmith/
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<b>DATE SIGNED:</b>	04/19/2019
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment**”), dated as of April 1, 2019, is by and between HLM INTELLECTUAL PROPERTY CORP., a Florida corporation (“**Assignor**”), and HOIST MATERIAL HANDLING, INC., a Delaware corporation (the “**Assignee**”).

### RECITALS

WHEREAS, Assignor, Assignee, Hoist Liftruck Mfg., LLC, an Indiana limited liability company, and certain other parties as listed therein have entered into that certain Asset Purchase Agreement dated as of February 8, 2019 (the “**Purchase Agreement**”);

WHEREAS, the execution and delivery of this Trademark Assignment by the Assignors and the Assignee is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement;

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademarks list in Exhibit A attached hereto (the “**Marks**”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Representations and Warranties. Assignor represents and warrants that: (i) Assignor owns the entire right, title, and interest in and to the Marks; (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect; (iii) except as set forth in the Purchase Agreement, Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity; (iv) no Encumbrance exists against the Marks; (v) Assignor has all authority necessary to enter into this Trademark Assignment and the execution and delivery of this Trademark Assignment has been duly and validly authorized; and, (vi) execution of this Trademark Assignment and performance of Assignor’s obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

Section 2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor’s entire worldwide right, title and interest in and to the Marks together with all the goodwill of the business associated therewith and symbolized thereby; (ii) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Marks, along with any priorities, rights or registrations resulting therefrom; and (iii) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by

a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Section 3. Recordation and Further Action. Assignor agrees, for itself and its successors, with Assignee and its successors and assigns, but at Assignee's expense, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to maintain, review, and otherwise secure the grant of the Marks in the United States to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such Marks.

Section 4. Amendments. This Trademark Assignment may not be amended except by an instrument in writing signed by the Assignee and the Assignors

Section 5. Governing Law. This Trademark Assignment will be governed by the laws of the State of Indiana without giving effect to any choice or conflict of law principles of any jurisdiction.

Section 6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7. Counterparts; Facsimile or Electronic Signatures. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

*[signature page follows]*

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

**ASSIGNEE:**

HOIST MATERIAL HANDLING, INC.

By:   
Name: Jeff Ruffener  
Title: President

**ASSIGNOR:**

HLM INTELLECTUAL PROPERTY CORP.

By: \_\_\_\_\_  
Name:  
Title:

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

**ASSIGNEE:**

HOIST MATERIAL HANDLING, INC.

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNOR:**

HLM INTELLECTUAL PROPERTY CORP.

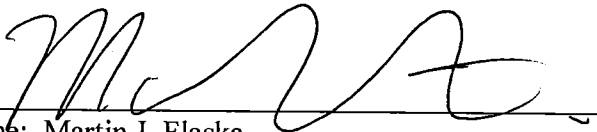
By:   
Name: Martin J. Flaska  
Title: President

EXHIBIT A

Marks

Mark	Serial Number	Registration Number	Filing Date	Registration Date
TE-SERIES	87408459	5650014	April 12, 2017	January 8, 2019
HOIST T-SERIES	87412266	5633635	April 14, 2017	December 18, 2018
FKS SERIES	87410553	5363425	April 13, 2017	December 26, 2017
P SERIES	87410114	5363421	April 13, 2017	December 26, 2017
NEPTUNE	87410167	5354142	April 13, 2017	December 12, 2017
LCH SERIES	87410493	5352362	April 13, 2017	December 5, 2017
FR SERIES	87410427	5352361	April 13, 2017	December 5, 2017
LAZER SERIES	87410358	5331800	April 13, 2017	November 7, 2017
HOIST LIFTRUCK	87408941	5326197	April 12, 2017	October 31, 2017
NEPTUNE	86248380	4617678	April 10, 2014	October 7, 2014
LCH SERIES	86248320	4632438	April 10, 2014	November 4, 2014
TITAN SERIES	86221903	4631677	March 13, 2014	November 4, 2014
P SERIES	86221800	4631675	March 14, 2014	November 4, 2014
LAZER SERIES	86221735	4631669	March 14, 2014	November 4, 2014
FKS SERIES	86221707	4631668	March 14, 2014	November 4, 2014
HOIST LIFTRUCK REMOTETECH	86221525	4662387	March 14, 2014	December 30, 2014
FR SERIES	86220013	4846836	March 13, 2014	November 3, 2015