

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530213

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| F.B.T. Enterprises, Inc. | | 05/02/2019 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | BLACKSMITH OTR, LLC | | |
| Street Address: | 6 Riverside Industrial Park | | |
| City: | Rome | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30161 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2365742 | WEARMASTER | |
| Registration Number: | 2288934 | OUTRIGGER | |
| Registration Number: | 2640897 | STABILIZER | |
| 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> | | | |
| Email: | trademarks@thomashorstemeyer.com | | |
| Correspondent Name: | THOMAS HORSTEMEYER, LLP | | |
| Address Line 1: | 3200 WINDY HILL ROAD, SE | | |
| Address Line 2: | SUITE 1600E | | |
| Address Line 4: | ATLANTA, GEORGIA 30339 | | |
| ATTORNEY DOCKET NUMBER: | Fred Taylor | | |
| NAME OF SUBMITTER: | TODD DEVEAU | | |
| SIGNATURE: | /Todd Deveau/ | | |
| DATE SIGNED: | 07/02/2019 | | |
| Total Attachments: 3 | | | |
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OP \$90.00 2365742

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is effective as of the 2nd day of May, 2019 (the "Effective Date"), by and between F.B.T. Enterprises, Inc., a Georgia corporation located and doing business at 6 Riverside Industrial Park, Rome, Georgia 30161 ("Assignor"), and Blacksmith OTR, LLC, a Georgia limited liability company located and doing business at 6 Riverside Industrial Park, Rome, Georgia 30161 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the Trademark Registrations listed on the attached Schedule A (hereinafter referred to as "the Trademarks");

WHEREAS, Assignor has agreed to assign all of Assignor's right, title, and interest in the Trademarks to Assignee;

WHEREAS, Assignor and Assignee desire to perfect said assignment and hereby confirm the transfer of the Trademarks to Assignee;

NOW THEREFORE, be it known that, in exchange for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Trademarks, together with the goodwill associated therewith; (b) any additional foreign registrations, not listed in Schedule A, for OUTRIGGER, STABILIZER, and WEARMASTER owned by Assignor at the time of execution of this Assignment, together with the goodwill associated therewith; (c) any extension or renewal of any such registration or application set forth in subsection (a) or (b) hereof; (d) any common law rights in any of the foregoing; (e) all rights therein provided by international treaties and conventions; and (f) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e)).

2. Assignor does hereby sell, assign, transfer, and set over unto the Assignee. Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill symbolized by the Trademarks.

3. Assignor hereby requests the U.S. Commissioner for Trademarks, as well as the equivalent official in any foreign jurisdiction, to record this Assignment as to the Trademarks.

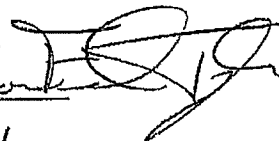
4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademarks in Assignee.

5. The Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of law principles.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment.

F.B.T. Enterprises, Inc.

By: Fred Taylor 

Name: Fred Taylor

Title: Chairman

Date: May 7, 2019

BLACKSMITH OTR, LLC

By: 

Name: Fred Taylor

Title: Managing Partner

Date: May 7, 2019

SCHEDULE A

United States

| Mark | Registration Number | Goods and Services |
|------------|---------------------|---|
| WEARMASTER | 2,365,742 | Class 012: tires for construction, industrial, agricultural and off-road vehicles |
| OUTRIGGER | 2,288,934 | Class 012: tires for construction, industrial, agricultural and off-road vehicles |
| STABILIZER | 2,640,897 | Class 012: tires for construction, industrial, agricultural and off-road vehicles |

Canada

| Mark | Registration Number | Goods and Services |
|------------|-----------------------|---|
| OUTRIGGER | 1870672 (Application) | Class 012: tires for construction, industrial, agricultural and off-road vehicles |
| STABILIZER | 1896194 (Application) | Class 012: tires for construction, industrial, agricultural and off-road vehicles |

Europe

| Mark | Registration Number | Goods and Services |
|------------|---------------------|---|
| OUTRIGGER | 017198491 | Class 012: tires for construction, industrial, agricultural and off-road vehicles |
| STABILIZER | 017893673 | Class 012: tires for construction, industrial, agricultural and off-road vehicles |