

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEMPLINE PRODUCTS, INC.		12/27/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Pioneer Manufacturing Company		
Street Address:	4529 Industrial Parkway		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44135		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5064980	TEMPLINE	
Registration Number:	5004238	MANTIS	
Registration Number:	5200404	ECO TEMPLINE	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	4405032296		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	TUCKER ELLIS LLP		
Address Line 1:	950 Main Avenue		
Address Line 2:	Suite		
Address Line 4:	Cleveland, OHIO 44113-7213		
NAME OF SUBMITTER:	Paul J. Malie		
SIGNATURE:	/PAUL J. MALIE/		
DATE SIGNED:	12/27/2019		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of as of December 27, 2019, is made by between TEMPLINE PRODUCTS, Inc., a Washington corporation located at 660 Ursula Place S., Seattle, Washington 98108 (“**Seller**”), in favor of The Pioneer Manufacturing Company, an Ohio corporation located at 4529 Industrial Parkway, Cleveland, Ohio 44135 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth in Schedule 3 and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the domain names set forth in Schedule 4 (the “**Domain Names**”);

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated in this IP Assignment by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

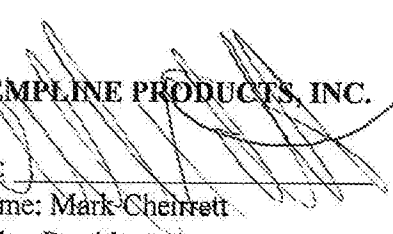
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this IP Assignment without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations under this IP Assignment.

6. Governing Law; Submission to Jurisdiction. This IP Assignment is governed by and construed in accordance with the internal laws of the State of Ohio, without regard to conflict of laws principles. For the sole purpose of this IP Assignment and any controversy arising under this IP Assignment, each party hereby submits itself to the exclusive jurisdiction of the state or federal courts sitting in Cuyahoga County, Ohio and King County, Washington and waives any objection (on the grounds of each of jurisdiction or forum non conveniens, or otherwise) to the jurisdiction of any such state or federal court.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

TEMPLINE PRODUCTS, INC.

By: 
Name: Mark Cheirrett
Title: President

Address for Notices:
1210 26th Ave E
Seattle, WA 98112-3631
Email: PCheirrett@gmail.com

AGREED TO AND ACCEPTED:

**THE PIONEER
MANUFACTURING COMPANY**

By: _____
Name: J. Douglas Schattinger
Title: President and Chief Executive
Officer

Address for Notices:
4529 Industrial Parkway
Cleveland, Ohio 44135

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first written above.

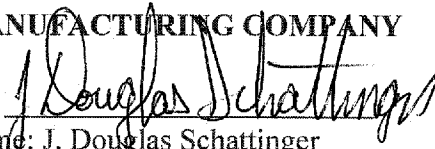
TEMPLINE PRODUCTS, INC.

By: _____
Name: Mark Cheirrett
Title: President

Address for Notices:
1210 26th Ave E
Seattle, WA 98112-3631
Email: PCheirrett@gmail.com

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**THE PIONEER
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By: 
Name: J. Douglas Schattinger
Title: President and Chief Executive
Officer

Address for Notices:
4529 Industrial Parkway
Cleveland, Ohio 44135

Schedule 1

Assigned Patents and Patent Applications

Patent #1:

U.S. Patent 7,414,089:

MARKING AND REMOVING TURF LINES METHOD AND COMPOSITION

Filed April 25, 2003

Approved August 19, 2008

Patent #2 (Pending):

**A MACHINE FOR REMOVING PAINT AND OTHER UNWANTED MATERIAL FROM
TURF, AND RELATED DEVICES AND METHODS.**

U.S. Provisional Patent Application serial number 62/49,424 filed 23 January 2017.

Patent Cooperation Treaty (PCT) international patent application serial number PCT/US18/14812,
filed 23 January 2018.

Schedule 2

Assigned Trademarks Registrations and Trademark Applications

Trademark #1:

TempLine

Reg. No. 5,064,980

Registered October 18, 2016

Trademark #2:

MANTIS

Reg. No. 5,004,238

Registered July 19, 2016

Trademark #3:

Eco TempLine

Reg. No. 5,200,404

Registered May 9, 2017

Schedule 3


Assigned Copyrights Registrations and Applications

None.


Schedule 4

Assigned Domain Names

eco-templine.com

 Domain Information	
Domain:	eco-templine.com
Registrar:	GoDaddy.com, LLC
Registered On:	2009-04-09
Expires On:	2020-04-09
Updated On:	2019-04-10
Status:	ok
Name Servers:	ns47.domaincontrol.com ns48.domaincontrol.com

ecotempline.com

 Domain Information	
Domain:	ecotempline.com
Registrar:	Domain.com, LLC
Registered On:	2016-05-10
Expires On:	2020-05-10
Updated On:	2019-04-25
Status:	ok
Name Servers:	ns1.domain.com ns2.domain.com