

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576410

<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>
The Scoular Company		04/23/2020	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Roger, LLC		
<b>Street Address:</b>	2027 Dodge Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88303459	FIELDIRECT	
<b>Serial Number:</b>	88696147	ROGER	
<b>Serial Number:</b>	88696197	ROGER.	
<b>Serial Number:</b>	88697153	R.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4023440588		
<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>			
<b>Phone:</b>	402-636-8229		
<b>Email:</b>	gderrick@bairdholm.com		
<b>Correspondent Name:</b>	Grayson J. Derrick		
<b>Address Line 1:</b>	1700 Farnam Street, Suite 1500		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68102		
<b>NAME OF SUBMITTER:</b>	Grayson J. Derrick		
<b>SIGNATURE:</b>	/Grayson J. Derrick/		
<b>DATE SIGNED:</b>	05/14/2020		
<b>Total Attachments: 6</b>			
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source=DOCS-#2464389-v4-Closing_Book_-_Roger__LLC_#page2.tif			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into this 23rd day of April, 2020 (the “**Effective Date**”), by and among The Scoular Company, a Nebraska corporation (the “**Assignor**”), and Roger, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor, is the owner of certain trademarks identified in Exhibit A, attached hereto and incorporated by reference (the “**Trademarks**”), and certain domain names identified in Exhibit B, attached hereto and incorporated by reference (the “**Domain Names**”); and

WHEREAS, in connection with the execution and closing contemplated by the Limited Liability Company Agreement executed simultaneously herewith (the “**LLC Agreement**”), Assignor desires to assign and transfer to Assignee all right, title and interest of Assignor in and to the Trademarks and the Domain Names, and Assignee desires to accept such assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Immediately following the consummation of the transactions contemplated in the LLC Agreement, Assignor does hereby transfer, convey, assign and deliver to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to (a) the Domain Names, and (b) the Trademarks, including all applications, registrations, renewals and/or extensions thereof, and all common law rights therein, together with all rights to bring an action, whether at law or in equity, for infringement or other violation of the Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Acceptance. Assignee hereby accepts the assignments.

3. Recordation. For purposes of the Trademarks, Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for recording this assignment with the U.S. Patent and Trademark Office, bearing all costs and expenses associated therewith.

4. Domain Name Registrant. Assignor agrees to do all things necessary, including but not limited to execution of all domain transfer documents required by the respective registrar(s) of the Domain Names, to change the ownership information of the registrant for the Domain Names from Assignor to Assignee. Assignee shall bear all costs and expenses associated therewith.

5. Further Actions. Assignor agrees upon Assignee’s request and at Assignee’s cost and expense, to assist Assignee and take all reasonable actions as may be necessary or appropriate to effectuate this Agreement and the assignments contemplated hereby.

6. Further Use. Subject to the terms and conditions of this Agreement, Assignee hereby grants Assignor a nonexclusive, limited license to use the Trademarks and the Domain Names through August 31, 2020. Except as specifically set forth herein, Assignor shall not make, and shall not permit any affiliate of Assignor, or anyone else on Assignor’s behalf, to make any further use of the Trademarks

or the Domain Names after the Effective Date, nor shall Assignor challenge, or permit any affiliate of Assignor or anyone else on Assignor's behalf to challenge Assignee's use of the Trademarks after the Effective Date.

7. Miscellaneous. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, provisions, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto or, in the case of a waiver, by the party waiving compliance. This Agreement shall be for the sole benefit of the parties hereto and their respective heirs, successors, permitted assigns, and legal representatives and is not intended, nor shall it be construed, to give any person, other than the parties hereto and their respective heirs, successors, permitted assigns and legal representatives, any legal or equitable right, remedy or claim hereunder. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the District Courts of Nebraska or the United States District Court for the District of Nebraska. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

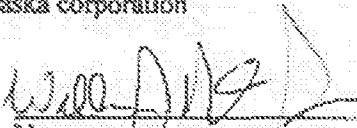
*[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Trademark and Domain Name Assignment Agreement the day and year first above written.

ASSIGNOR:

THE SCOULAR COMPANY,  
a Nebraska corporation

BY:

  
Name: Wayne J. Hill

Title: SVP - Business Development

ASSIGNEE:

ROGER, LLC,  
a Delaware limited liability company

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Trade Name and Domain Name Assignment Agreement the day and year first above written.


**ASSIGNOR:**

THE SCOULAR COMPANY,  
a Nebraska corporation

BY: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

ROGER, LLC,  
a Delaware limited liability company

BY:  \_\_\_\_\_  
Name: **JEFF SCHREINER**  
Title: **INTERIM CEO**

**EXHIBIT A  
TRADEMARKS**

**Mark:** FIELDIRECT

**Serial No.** 88/303,459

**Filing Date:** February 15, 2019

**Description of Goods and Services:** Class 9 for “recorded and downloadable computer software application for providing mobile and computer-based access to a database for management of grain transport information in the fields of grain load, delivery, and mapping information” and Class 42 for “software application services for the management of grain transport, namely, providing on-line non-downloadable software for managing and maintaining information, for performing electronic business transactions, and for providing information about those electronic business transactions in the fields of grain load, delivery and mapping data.”

**Status:** response to a non-final office action is due by June 14, 2020

**Mark:** ROGER

**Serial No.** 88/696,147

**Filing Date:** November 18, 2019

**Description of Goods and Services:** Class 9 for “recorded and downloadable computer software application for providing mobile and computer-based access to a database for management of transport and payment transactional information in the fields of agricultural load, delivery, and payment information” and Class 42 for “software application services for the management of agricultural product transport, namely, providing on-line non-downloadable software for managing and maintaining information, for performing electronic business transactions, and for providing information about those electronic business transactions in the fields of agricultural product load, delivery and payment.”

**Status:** response to a non-final office action is due by August 13, 2020

**Mark:** ROGER. and design

**Serial No.** 88/696,197

**Filing Date:** November 18, 2019

**Description of Goods and Services:** Class 9 for “recorded and downloadable computer software application for providing mobile and computer-based access to a database for management of transport and payment transactional information in the fields of agricultural load, delivery, and payment information” and Class 42 for “software application services for the management of agricultural product transport, namely, providing on-line non-downloadable software for managing and maintaining information, for performing electronic business transactions, and for providing information about those electronic business transactions in the fields of agricultural product load, delivery and payment.”

**Status:** response to a non-final office action is due by August 13, 2020

**Mark:** R. and design

**Serial No.** 88/697,153

**Filing Date:** November 18, 2019

**Description of Goods and Services:** Class 9 for “recorded and downloadable computer software application for providing mobile and computer-based access to a database for management of transport and payment transactional information in the fields of agricultural load, delivery, and payment information” and Class 42 for “software application services for the management of agricultural product transport, namely, providing on-line non-downloadable software for managing and maintaining information, for performing electronic business transactions, and for providing information about those electronic business transactions in the fields of agricultural product load, delivery and payment.”

**Status:** response to a non-final office action is due by August 13, 2020

**EXHIBIT B  
DOMAIN NAMES**

1. [www.rogerthat.com](http://www.rogerthat.com)
2. [www.rogerthats.com](http://www.rogerthats.com)
3. [www.rogerthat.online](http://www.rogerthat.online)
4. [www.rogerthat.pro](http://www.rogerthat.pro)