

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F3 MFG, INC.		10/01/2020	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	THE SHYFT GROUP DURAMAG LLC		
Street Address:	41280 Bridge Street		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48375		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5941949	MAG LOC	
Registration Number:	5275541	MAGNUM	
Registration Number:	5192720	DURAMAG	
CORRESPONDENCE DATA			
Fax Number:	2485677423		
<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:	2485677400		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Erin Morgan Klug		
Address Line 1:	39500 High Pointe Blvd., Suite 350		
Address Line 4:	Novi, MICHIGAN 48375		
NAME OF SUBMITTER:	Erin Morgan Klug		
SIGNATURE:	/Erin Morgan Klug/		
DATE SIGNED:	10/02/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of October 1, 2020, is made by F3 MFG, Inc., a Maine corporation ("Assignor"), in favor and for the benefit of The Shyft Group DuraMag LLC, a Michigan limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of September 24, 2020 (the "Purchase Agreement"), by and among Assignee, Assignor, William Cleaves, a Maine resident, Joyce Galea, a Maine resident, Thomas M. Sturtevant, a Florida resident, and The Shyft Group USA, Inc., a South Dakota corporation, the parties thereto have agreed, among other things, that Assignor will sell, transfer and convey to Assignee the Intellectual Property Assets, including, without limitation, all goodwill associated therewith and symbolized thereby; and

WHEREAS, the execution and delivery of this IP Assignment is required under Section 2.10 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and of the respective agreements and conditions contained herein, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Intellectual Property Assets, including, without limitation:

(a) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on Exhibit A attached hereto;

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

(c) 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;

(d) all goodwill associated with the foregoing and symbolized thereby; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights

in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, as are within its power to perform, and provide cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

3. Nothing herein expressed or implied is intended to confer upon any Person, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities.

4. This IP Assignment may not be amended or modified in any respect, except by a written instrument signed by all the parties hereto making specific reference to this IP Assignment. This IP Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this IP Assignment as to the parties and may be used in lieu of the original IP Assignment for all purposes.

6. This IP Assignment is governed by and construed in accordance with the internal laws of the State of Maine, without regard to conflict of laws principles.

7. If any term, provision or clause hereof, or of any other agreement or document which is required by this IP Assignment, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this IP Assignment is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

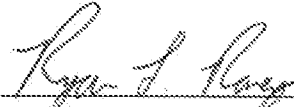
8. Notwithstanding anything herein to the contrary, the provisions of this IP Assignment shall be subject to the provisions of the Purchase Agreement, and, if and to the extent the provisions of this IP Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first set forth above.

ASSIGNEE:

THE SHYFT GROUP DURAMAG LLC

By: 
Name: Ryan L. Roney
Title: Secretary

ASSIGNOR:

F3 MFG, INC.

By: _____
Name: Thomas M. Sturtevant
Title: President and Managing Shareholder

16949994

[Signature Page to IP Assignment (Project Lobster)]

145891333v2

TRADEMARK
REEL: 007067 FRAME: 0409

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first set forth above.

ASSIGNEE:

THE SHYFT GROUP DURAMAG LLC

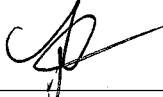
By: _____

Name: Ryan L. Roney

Title: Secretary

ASSIGNOR:

F3 MFG, INC.

By: _____ 

Name: Thomas M. Sturtevant

Title: President and Managing Shareholder

16949994

[Signature Page to IP Assignment (Project Lobster)]


145991333v2

TRADEMARK
REEL: 007067 FRAME: 0410

EXHIBIT A

INTELLECTUAL PROPERTY ASSETS

Registered Trademarks:

Trademark	Registration No.	Registration Date
	5,941,949	December 24, 2019
MAGNUM	5,275,541	August 29, 2017
DURAMAG	5,192,720	April 25, 2017

Unregistered trademarks or service marks, including corresponding logos and/or designs, and all variants thereof:

- (1) F3
- (2) F3 mfg
- (3) DURAMAG
- (1) F3 MFG, Inc.
- (2) F3Mfg.com
- (3) DuraMag Truck Bodies
- (4) DuraMag Van Bodies
- (5) Magnum
- (6) Magnum Truck Racks

Patent Applications:

Patent Name	Application No.	Filing Date
"Electronic Central Locking System for Truck Service Body"	16/806,009	March 2, 2020

Domain Names:

- (1) F3Mfg.com
- (2) Duramagvanbodies.com
- (3) Magnumtruckracks.com