

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4516407

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EAGLE INTERNATIONAL, LLC	07/24/2017
RECEIVING PARTY DATA		
Name:	BREHMER MFG., INC.	
Street Address:	825 MAIN STREET	
City:	LYONS	
State/Country:	NEBRASKA	
Postal Code:	68038	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8621968
	Patent Number:	8991290
CORRESPONDENCE DATA		
Fax Number:	(605)339-3357	
<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:	605-336-3890	
Email:	wanita.jacobsma@woodsfuller.com	
Correspondent Name:	WOODS FULLER SHULTZ & SMITH PC, ATTN: J	
Address Line 1:	P. O. BOX 5027	
Address Line 4:	SIOUX FALLS, SOUTH DAKOTA 57117-5027	
ATTORNEY DOCKET NUMBER:	39404	
NAME OF SUBMITTER:	JEFFREY A. PROEHL	
SIGNATURE:	/Jeffrey A. Proehl/	
DATE SIGNED:	07/24/2017	
Total Attachments: 4		
source=02694389#page1.tif		
source=02694389#page2.tif		
source=02694389#page3.tif		
source=02694389#page4.tif		

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Assignment") is made and delivered as of July 25, 2017 (the "Effective Date") by:

EAGLE INTERNATIONAL, LLC,
a limited liability company of
South Dakota
389 W STEAMBOAT DRIVE ("Seller")
DAKOTA DUNES, SD 57049

in favor of:

BREHMER MFG., INC.,
a corporation of Nebraska
825 MAIN STREET ("Buyer").
LYONS, NE 68038

WHEREAS, Buyer and Seller have entered into that certain "Offer To Purchase Business" agreement dated as of July 24, 2017 (the "Offer To Purchase Business") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Offer To Purchase Business agreement. Under the terms of the Offer To Purchase Business agreement, Seller agreed to sell, convey, assign, transfer, and deliver to Buyer, among other things, all of Seller's right, title and interest in and to the Intellectual Property Assets, including without limitation, those shown on Exhibit 1 attached hereto (collectively, the "Included Intellectual Property").

NOW THEREFORE, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally sell, convey, assign, transfer, and deliver to Buyer, its successors and assigns, all right, title and interest in and to the Included Intellectual Property, together with the goodwill of the business connected with such Included Intellectual Property and any right to recover for past infringement of Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all patents, trademarks and service marks included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to Buyer hereby. Seller shall use best efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment of Intellectual Property as of the Effective Date written above.

Seller:

EAGLE INTERNATIONAL, LLC

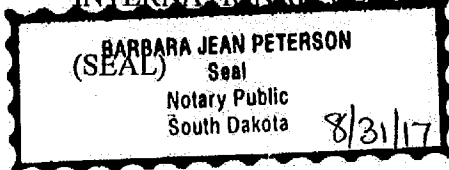
By: Julie Prochello

Name: Julie Prochello

Title: President/Owner

STATE OF South Dakota)
COUNTY OF Union) SS

I, Barbara J Peterson, Notary Public, do hereby certify that on the 24th day of July, 2017, personally appeared before me Julie K Prochello who, being by me first duly sworn, declared that he is the person who signed the foregoing document as owner/president of EAGLE INTERNATIONAL, LLC and that the statements therein contained are true.



Barbara J Peterson
Notary Public

Buyer:

BREHMER MFG., INC.

By: Joey Brehmer

Name: Joey Brehmer

Title: President

STATE OF Nebraska)
COUNTY OF Dodge) SS



I, Mary Jane Roemer, a Notary Public, do hereby certify that on the 24 day of July, 2017, personally appeared before me Joey Brehmer who, being by me first duly sworn, declared that he is the person who signed the foregoing document as President of BREHMER MFG., INC., and that the statements therein contained are true.

(SEAL)

Mary Jane Roemer
Notary Public

EXHIBIT 1 PATENTS

<u>Title</u>	<u>Status</u>	<u>Patent Number/ Application Number</u>	<u>Filing Date/ Issue Date</u>	<u>Assignee</u>
TIRE SHEARING APPARATUS	ACTIVE Next fee window opens: 1/07/2021	8,621,968 13/679,043	Nov. 16, 2012 Jan. 7, 2014	EAGLE INTERNATIONAL, LLC
TIRE SHEARING APPARATUS	ACTIVE Next fee window opens: 3/31/2018	8,991,290 14/147,042 (Division of US appl. no. 13/679,043)	Jan. 3, 2014 Mar. 31, 2015	EAGLE INTERNATIONAL, LLC