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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM578192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sean Barber		06/20/2019	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	TANK HOLDING CORP.	
Street Address:	Address: 6940 O Street, Suite 100	
City:	Lincoln	
State/Country:	nte/Country: NEBRASKA	
Postal Code:	stal Code: 68510	
Entity Type:	ty Type: Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark		
Registration Number:	4461141	POLY-MART		

CORRESPONDENCE DATA

Fax Number: 9136479057

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.

Phone: 913 647-9050

Email: trademarkowner@hoveywilliams.com

Correspondent Name: THOMAS B. LUEBBERING
Address Line 1: 10801 Mastin Blvd., Suite 1000
Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	53861	
NAME OF SUBMITTER:	Thomas B. Luebbering	
SIGNATURE:	/Thomas B. Luebbering/	
DATE SIGNED:	05/27/2020	

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") effective as of June 20, 2019 ("<u>Effective Date</u>"), by and between Sean Barber ("<u>Assignor</u>") and Tank Holding Corp., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, the Assignor and Assignee, together with certain other parties, have entered into that certain Assignment and Bill of Sale, dated and effective as of the Effective Date, pursuant to which the Assignor sold, assigned, transferred, conveyed, and delivered its right, title, and interest in and to certain intellectual property to Assignee, including the trademark registrations and applications for registration set forth on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the parties desire to execute this Assignment pursuant to the terms and conditions of the Assignment and Assumption Agreement, for filing with the United States Patent and Trademark Office ("<u>USPTO</u>") and the equivalent entities or agencies in any applicable foreign countries.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Assignment</u>. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the trademark registrations and applications for registration set forth on <u>Exhibit A</u>, together with all (i) unregistered or common law rights in or with respect to any of the foregoing in any jurisdiction, (ii) goodwill associated with each of the foregoing, and (iii) income, royalties, damages and payments now or hereafter due or payable (including damages and payments for past, current, or future infringements or dilutions) with respect thereto, the right to sue and recover for all past, current, or future infringements or dilutions thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect thereto. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee of such registrations and applications.
- 2. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile machine or electronic mail (including PDF) shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Neither party hereto shall raise the use of a facsimile machine or electronic mail (including PDF) to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic mail (including PDF) as a defense to the formation of a contract and each such party forever waives any such defense.
- 3. <u>Governing Law</u>. All issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in

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accordance with, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have cause this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

Sean Barber

Signature Page to Trademark Assignment Agreement

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ASSIGNEE:

TANK HOLDING CORP.

Name: Greg Wade

Its: President & Chief Executive Officer

Exhibit A

Mark	Jurisaleuon	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
Poly-Mart	US	85784834 12/21/2015	4461141	Sean Barber

RECORDED: 05/27/2020

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