

11-26-2002

11-26-02



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102293037

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
ERS, LLC

MED  
11-26-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/15/02

2. Name and address of receiving party(ies)

Name: Tekonsha Towing Systems, Inc.

Internal Address: c/o President, HammerBlow Corp.

Street Address: 1000 First Street

City: Wausau State: WI Zip: 54402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached list

B. Trademark Registration No.(s) see attached list

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mr. David W. Sloan

Internal Address: Jones, Day, Reavis, & Pogue

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) \$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
501432 (Reference JP711522)

DO NOT USE THIS SPACE

9. Signature.

Repln. Ref: 11/27/2002 6TON11 0016483900  
DA#: 501432 Name/Number: 75802886  
FC: 9204 \$25.00 CR

Susan M. Eastman  
Name of Person Signing

*Susan M. Eastman*  
Signature

11/25/02  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

11/27/2002 6TON11 00000079 75802886

01 FC:8521 40.00 OP  
02 FC:8522 475.00 OP

TRADEMARK  
REEL: 002623 FRAME: 0313

**CONTINUATION OF ITEM 4**

<b>Conveying Party:</b> ERS, LLC	<b>Nature of Conveyence:</b> Trademark Assignment
<b>Receiving Party:</b> Tekonsha Towing Systems, Inc.	<b>Execution Date:</b> Nov. 15, 2002
<b>Filing Date:</b> Nov. ____, 2002	

**Trademark  
Application Numbers**

- 1. 75802886
- 2. 75802885
- 3. 76439789
- 4. 76007686

**Trademark  
Registration Numbers**

- 1. 2577271
- 2. 2519473
- 3. 2593596
- 4. 2435289
- 5. 2473317
- 6. 2519474
- 7. 2433941
- 8. 2437085
- 9. 2549043
- 10. 2435295
- 11. 2604327
- 12. 2501557
- 13. 2570768
- 14. 2535727
- 15. 1494963
- 16. 2427095

Total Number of  
Applications and  
Registrations  
Involved: **21**

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of November 15, 2002 (the "Effective Date"), is made by and between ERS LLC, a Virginia limited liability company and successor by merger to Tekonsha Engineering Company ("Assignor"), and TEKONSHA TOWING SYSTEMS, INC., a Michigan corporation (formerly known as Tekonsha Acquisition Corp.) ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 29, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor all of Assignor's right, title, and interest in and to the Purchased Assets as defined in the Purchase Agreement.

B. Assignor is the sole and exclusive owner of the United States trademark registrations and applications, the foreign trademark registrations and applications, the unregistered trademarks, the trade names and the domain names identified and set forth on Schedule A (collectively, the "Trademarks") and the goodwill of the business associated therewith.

C. Pursuant to the Purchase Agreement, the Trademarks are to be assigned to Assignee.

D. Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark are used.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and

collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application covering the Trademarks; and (2) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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