

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	John Donovan Enterprises-Florida, Inc.		12/17/2012	CORPORATION: FLORIDA
	John Donovan Enterprises-Michigan, Inc.		12/17/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA				
Name:	Shur-Co, LLC			
Street Address:	2309 Shur-Lok Street			
City:	Yankton			
State/Country:	SOUTH DAKOTA			
Postal Code:	57078-0713			
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
Serial Number:		85699352	DONOVAN	
Registration Number:		3060472	MIGHTY MESH	
Registration Number:		3060431	MIGHTY M MESH	
Registration Number:		4009876	THE OX	
Registration Number:		4009875	OX STRONG	
CORRESPONDENCE DATA				
Fax Number:	6129778650			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	6129778400			
Email:	ip@briggs.com			
Correspondent Name:	Briggs and Morgan, P.A.			
Address Line 1:	80 South Eighth Street			

CH \$140.00 85699352

Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	38237.12
NAME OF SUBMITTER:	Daniel A. Rosenberg
Signature:	/Daniel A. Rosenberg/
Date:	12/21/2012

Total Attachments: 7
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

John Donovan Enterprises–Florida, Inc., a Florida corporation ("JDE-FL"), and John Donovan Enterprises–Michigan, Inc., a Michigan corporation (collectively with JDE-FL, "Assignors" and each individually, an "Assignor"), for good and valuable consideration paid by Shur-Co, LLC, a South Dakota limited liability company ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, each hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of such Assignor's right, title and interest in and to any and all of the Intellectual Property that it may have that are part of the Acquired Assets, as such term is defined in the Asset Purchase Agreement dated December 18, 2012 by and among Assignors, Donovan Enterprises UK Limited, a private limited company incorporated in England and Wales ("JDE-UK"), Assignee, Shur-Co UK Limited, a private limited company incorporated in England and Wales, the shareholders of Assignors and JDE-UK, the Seller Representative and the Trust Beneficiaries (the "Asset Purchase Agreement"), together with the goodwill associated with the use of such Intellectual Property in such Assignor's business, including, without limitation, all Proprietary Rights (as defined below) owned by such Assignor or to which such Assignor has access, right of use, or right of control. Intellectual Property shall include with respect to the Acquired Assets all rights in: all works of authorship (whether protected by a registered copyright right or not), all inventions (whether or not patentable and whether or not reduced to practice); all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, re-issues, and reexaminations thereof, all foreign and international applications and registrations claiming priority thereto, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, and trade dress, together with all translations, adaptations, derivations, and combinations thereof, and including all goodwill and associated therewith (and all common law rights associated therewith); all copyrightable works; all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (as defined below); all Code (as defined below); all Documentation (as defined below) and all Software (as defined below), including, but not limited to, those assets listed on **Schedule 1** attached hereto. All other capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

As used herein, the following capitalized terms shall have the following definitions: "Know-How" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods, methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "Documentation" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; "Code" shall mean computer programming code, and shall include both Object Code and Source Code; "Object Code" shall mean the machine executable form of the Code; "Source Code" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "Software" shall mean any instructions and associated data capable of being

executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, each Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and to hold the same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignors shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording or registration office where such recordings are properly made anywhere in the world.

Upon Assignee's request at any time and from time to time, each Assignor shall execute and deliver to Assignee such additional instruments as Assignee deems reasonably necessary to vest Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Each Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Assignee shall deem desirable. Assignors hereby acknowledge that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by Assignors in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

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**SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

Patents:

Patent No.	Description	Product	Issue Date	Application No.	Filing Date
6,974,176	Container covering apparatus	Mantis II	December 13, 2005	11/037,372	January 19, 2005
6,742,828	Container covering apparatus	Mantis	June 1, 2004	10/259,105	September 24, 2002
6,695,382	Container covering system	Switch Blade	February 24, 2004	10/120,841	April 12, 2002
6,347,826	Covering system	Hy-Tower DL	February 19, 2002	09/650,192	August 29, 2000
6,109,680	Covering system	Hy-Tower DL	August 29, 2000	09/023,871	February 13, 1998
7,296,842	Lock mechanism for container covering apparatus	Electric Lock-Mechanism	November 20, 2007	11/149,445	June 10, 2005
7,367,606	Container covering apparatus with removable supports	Removable bow ends	May 6, 2008	11/376,911	March 16, 2006
7,278,673	Container covering apparatus	HD Crank Box	October 9, 2007	11/364,260	February 28, 2006
D591,319	Portion of a pivot mount	N/A	April 28, 2009	D/281,406	June 22, 2007
D585,917	Pivot mount	N/A	February 3, 2009	D/281,407	June 22, 2007

Trademarks:

Mark/Name	Ser./Reg./App. No.	Status/Status Date
"DONOVAN"	SN: 85-699352	Filing date – August 9, 2012
"MIGHTY MESH"	SN: 78-673573 RN: 3,060,472	Registration date – February 21, 2006
"MIGHTY M MESH" and Design	SN: 78-583438 RN: 3,060,431	Registration date – February 21, 2006

		
<p>"THE OX" and Design</p> 	<p>SN: 77-741156 RN: 4,009,876</p>	<p>Registration date – August 9, 2011</p>
<p>"OX STRONG"</p>	<p>SN: 77-741109 RN: 4,009,875</p>	<p>Registration date – August 9, 2011</p>

Fictitious Name owned by JDE-FL and filed with the Florida Division of Corporations:
Tarps 'N' Parts

Domain Names:

- www.donovan-ent.com
- www.donovantarps.co.uk
- www.donovantarps.fr
- www.donovantarps.be
- www.donovantarps.net
- www.donovanmetalfab.com
- www.mightymesh.com
- www.animalshade.com
- www.tarps4trash.com
- www.tarps4trucks.com

Copyright Registrations:

None

Foreign Trademark Applications:

Country	Application Number	Trademark	Class	Filing Date
South Africa	2012/21030	DONOVAN	12	August 3, 2012
South Africa	2012/21702	DONOVAN	22	August 13, 2012
EUROPEAN UNION (CTM)	11096344	DONOVAN	12, 22	August 3, 2012
Chile		DONOVAN	22	December 17, 2012