

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
	Tow Daddy, Inc.		02/28/2013
	CORPORATION: WASHINGTON		
RECEIVING PARTY DATA			
Name:	Hopkins Manufacturing Corporation		
Street Address:	428 Peyton		
City:	Emporia		
State/Country:	KANSAS		
Postal Code:	66801-1157		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3999563	AUTOFUSE
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tmdocketing.luebbering@hoveywilliams.com		
Correspondent Name:	Thomas B. Luebbering		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	45119		
NAME OF SUBMITTER:	Thomas B. Luebbering		
Signature:	/Thomas B. Luebbering/		
Date:	03/07/2013		
Total Attachments: 2 source=Assignment45119_as_filed#page1.tif source=Assignment45119_as_filed#page2.tif			

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EXHIBIT H – TRADEMARK ASSIGNMENT (SECTION 1.3.1)

WHEREAS, TOW DADDY, INC., a Washington corporation (“Assignor”), whose principal place of business is 1405 SE 164th Ave Vancouver, Washington 98683-9644, is the owner of the “TOW DADDY” mark, registered on July 19, 2011, on the Principal Register of the United States Patent and Trademark Office as Registration No. 3,999,563, and “AUTOFUSE” mark, registered on July 19, 2011, on the Principal Register of the United States Patent and Trademark Office as Registration No. 3,999,563, (collectively the “Marks” and the “Registrations”); and

WHEREAS, Assignor and Hopkins Manufacturing Corporation, a Kansas corporation (“Assignee”), whose principal place of business is 428 Peyton, Emporia, Kansas 66801-1157, have entered into a certain Asset Purchase and Sale Agreement dated February 28, 2013 (the “Purchase Agreement”), which requires, among other things, that Assignor assign to Assignee all of the right, title, and interest in and to the Marks and Registrations.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by the Marks, and the Registrations thereof.

Furthermore, Assignor hereby assigns and transfers to said Assignee all income, royalties, damages and payments now or hereafter due or payable with respect to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment.

There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants contained in the Purchase Agreement. Assignor will do all other further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) will fully cooperate with Assignee in applying for and securing Assignee’s rights in the Marks and Registrations thereto in all legal jurisdictions in which Assignee seeks to protect such rights and secure such registration. Without limiting the generality of the foregoing: (a) Assignor will promptly execute and deliver all proper documents presented to Assignor for signature by Assignor to enable Assignee to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registration or renewals that may be issued or granted thereon, to Assignee, including the certificate of registration issued for the Marks; and (b) Assignor will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

TOW DADDY, INC., a Washington corporation

Date: February 28, 2013

By: Michael Workman
Name: Michael Workman
Title: President

ACKNOWLEDGEMENT

STATE OF WA)
) ss:
COUNTY OF Clark)

On this 28th day of FEBRUARY, 2013, before me appeared Michael Workman MD, the President of Tow Daddy, Inc., the person who signed this Trademark Assignment, who acknowledged that he/she signed it as his/her free act on behalf the aforementioned corporation.

My Commission Expires:
FEB. 02 2014

Brianne N Cole
Notary Public

