

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

07/30/2015  
 900332757

ETAS ID: TM349755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bestop, Inc.		07/30/2015	INC. ASSOCIATION: <i>CORPORATION</i>

**RECEIVING PARTY DATA**

<b>Name:</b>	BT Operating Company, Inc.
<b>Street Address:</b>	333 Centennial Parkway, Suite B
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	DELAWARE <i>CORPORATION</i>

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2454747	B
Registration Number:	1708001	BIKINI
Registration Number:	2003063	SUNPORT
Registration Number:	2381548	PAVEMENT ENDS
Registration Number:	2036708	SUPERTOP
Registration Number:	3643463	ROUGH RIDER
Registration Number:	2922372	SUNRIDER
Registration Number:	3166123	B BESTOP
Registration Number:	880794	BESTOP
Registration Number:	3799847	POWERBOARD
Registration Number:	4012715	TREKSTEP
Registration Number:	1656753	INSTATRUNK
Serial Number:	85597704	BESTOP
Serial Number:	86427959	TREKTOP

OP: \$365.00 2454747

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*  
**Email:** ssexton@kslaw.com

**Correspondent Name:** King & Spalding  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 09631.009243

**NAME OF SUBMITTER:** Sally Sexton

**SIGNATURE:** /sallysexton/

**DATE SIGNED:** 07/30/2015

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of July 30, 2015, by Bestop, Inc., a Delaware corporation ("Assignor") in favor of BT Operating Company, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement, effective as of the date hereof, by and between Assignor, Assignee and Magna Closures Inc. (the "Purchase Agreement");

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office and corresponding Governmental Entities in any other applicable jurisdiction; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant's bona fide intent to use the subject marks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the Legal Requirements of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other Governmental Entities, and the parties hereby authorize the PTO or such other Governmental Entities to record this Agreement.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Successors. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement (and all schedules and exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

ASSIGNOR:

BESTOP, INC.

By: Frank Seguin  
Name: Francis C. Seguin  
Title: Vice-Chairman

By: Bill Sider  
Name: Bill Sider  
Title: Vice-President, Business Development

ASSIGNEE:

BT OPERATING COMPANY, INC.

By: \_\_\_\_\_  
Name: Michael Zoch  
Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

**ASSIGNOR:**

**BESTOP, INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**BT OPERATING COMPANY, INC.**

By:  \_\_\_\_\_

Name: Michael Zoch

Title: Vice President

## Schedule A

### Trademarks and Trademark Applications

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
751139CA2	B DESIGN	CA	1,055,220	4/14/2000	12/9/2002	TMA571,914	REGISTERED
751139US	B DESIGN	US	75/832,991	10/28/1999	5/29/2001	2,454,747	REGISTERED
751191CA	BIKINI	CA	869,631	2/18/1998	4/27/1999	TMA511,119	REGISTERED
751191US2	BIKINI	US	74/166,438	5/14/1991	8/18/1992	1,708,001	REGISTERED
751396	SUNPORT	US	75/003,868	10/10/1995	9/24/1996	2,003,063	REGISTERED
751140CA	PAVEMENT ENDS	CA	1,055,219	4/14/2000	4/11/2002	TMA560,075	REGISTERED
751140US	PAVEMENT ENDS	US	75/832,990	10/28/1999	8/29/2000	2,381,548	REGISTERED
751395	SUPERTOP	US	75/003,861	10/10/1995	2/11/1997	2,036,708	REGISTERED
751282MX	ROUGH RIDER	MX	227890	3/24/1995	5/25/1995	492689	REGISTERED
751282US	ROUGH RIDER	US	77/627,850	12/5/2008	6/23/2009	3,643,463	REGISTERED
751344AU	BESTOP	AU	n/a	8/28/1992	1/20/1994	585318	REGISTERED
751344BX	BESTOP	BX	764170	5/24/1991	5/24/2001	496793	REGISTERED
751344CN	BESTOP	CN	11602185	10/15/2012			PENDING
751344CN2	BESTOP	CN	11602187	10/15/2012	3/21/2014	11602187	REGISTERED
751344CN3	BESTOP	CN	11602186	10/15/2012	3/21/2014	11602186	REGISTERED
751344DE	BESTOP	DE	B 92106	2/27/1991	3/01/1992	2018383	REGISTERED
751344ES	BESTOP	ES	n/a	11/21/1991	2/03/1995	1669018	REGISTERED
751344FR	BESTOP	FR	309694	9/24/1991	9/24/2001	1695062	REGISTERED
751344GB	BESTOP	GB		9/18/1991	3/12/1993	1476716	REGISTERED
751344IT	BESTOP	IT	n/a	11/21/1991	10/13/2005	978638	REGISTERED
751344MX	BESTOP	MX	227906	3/24/1995	06/28/2002	753146	REGISTERED
751344RU	BESTOP	RU	2012735103	10/10/2012	12/11/2013	501894	REGISTERED
751344US	BESTOP	US	85/597,704	4/13/2012			PENDING
751375CA	SUNRIDER Design	CA	1,219,643	6/1/2004	4/20/2005	TMA637,929	REGISTERED
751375US	SUNRIDER Design	US	76/570,540	12/4/2003	2/1/2005	2,922,372	REGISTERED
751393	BESTOP & B Design	US	78/449,698	7/13/2004	10/31/2006	3,166,123	REGISTERED
751438	BESTOP Design	US	72/309,020	10/7/1968	11/18/1969	880,794	REGISTERED
751614US	POWERBOARD	US	76/688,883	4/23/2008	6/8/2010	3,799,847	REGISTERED
751643US	TREKSTEP	US	76/703,290	6/8/2010	8/16/2011	4,012,715	REGISTERED
751686US	INSTATRUNK	US	74/062,117	5/24/1990	9/10/1991	1,656,753	REGISTERED
751738US	TREKTOP	US	86/427,959	10/20/2014			PENDING
751738CN	TREKTOP	CN		3/24/15			PENDING

REFERENCE #	MARK	CNTRY	APPLICATION #	FILE DATE	REG DATE	REGISTRATION #	STATUS
751738AU	TREKTOP	AU	1680899	3/13/15			PENDING
751738CTM	TREKTOP	EU	13823158	3/13/15			PENDING