

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atwood Mobile Products LLC		10/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dometic Sweden AB		
Street Address:	Hemvärnsgatan 15		
City:	Solna		
State/Country:	SWEDEN		
Postal Code:	17154		
Entity Type:	CORPORATION: SWEDEN		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4581134	A ATWOOD AIR COMMAND	
Registration Number:	2535804	WEDGEWOOD VISION	
Registration Number:	4363214	ULTRA BREEZE	
Registration Number:	4655844	ROBOFOOT	
Registration Number:	4655846	ROBOFOOT	
Registration Number:	1997527	PROTECTOR	
Registration Number:	2843565	LEVELEGS	
Registration Number:	0848652	HYDRO FLAME	
Registration Number:	0737911	HYDRO FLAME	
Registration Number:	2864343	HOT	
Registration Number:	2832644	BRINGING ALL THE COMFORTS OF HOME TO THE	
Registration Number:	2907630		
Registration Number:	2351548	EXCALIBUR	
Registration Number:	1443019	ATWOODAIR	
Registration Number:	4024199	ATWOOD	
Registration Number:	4062469	ATWOOD	
Registration Number:	1024172	ATWOOD	
Registration Number:	1323099	ATWOOD	
Registration Number:	0774436	A	
TRADEMARK			

OP \$815.00 4581134

Property Type	Number	Word Mark
Registration Number:	1027869	ATWOOD
Registration Number:	4350557	A
Registration Number:	4055079	A
Registration Number:	1366565	A
Registration Number:	1024171	A
Registration Number:	0832205	A
Registration Number:	2474889	BRINGS THE OUTSIDE IN...INSTANTLY
Registration Number:	2490796	CREATE-A-BREEZE
Registration Number:	2767609	ENDLESS BREEZE
Registration Number:	2477081	FAN--TASTIC VENT
Registration Number:	2495337	FAN- TASTIC VENT
Registration Number:	3492091	FRESH AIR IN THE PALM OF YOUR HAND
Registration Number:	3596047	POP 'N LOCK

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.

Phone: 5025841135
Email: jray@middletonlaw.com
Correspondent Name: Julie Gregory Ray
Address Line 1: 401 S. Fourth Street
Address Line 2: Middleton Reutlinger, Suite 2600
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Julie Gregory Ray
SIGNATURE:	/Julie Gregory Ray/
DATE SIGNED:	09/08/2015

Total Attachments: 6
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DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name and Trademark Assignment Agreement (this "Assignment") dated as of October 17, 2014 (the "Effective Date"), is made, executed and delivered by and between Dometic Sweden AB, a company duly organized and registered under the laws of Sweden ("Dometic Sweden"), and Atwood Mobile Products LLC, a Delaware limited liability company ("Atwood"). Dometic Sweden and Atwood are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Dometic Sweden is an affiliate of Dometic Corporation ("Buyer");

WHEREAS, Atwood is a wholly-owned subsidiary of Atwood Investment Holdings LLC (the "Company");

WHEREAS, the Company is a wholly-owned subsidiary of Atwood Holdings LLC ("Seller");

WHEREAS, Buyer, Seller and the Company are parties to that Purchase and Sale Agreement dated September 2, 2014 (the "Agreement"), pursuant to which Buyer has agreed to purchase all of the issued and outstanding limited liability company interests in the Company, effective as of the Effective Date.

WHEREAS, Section 6.9 of the Agreement provides that Buyer shall have the right to require the Company and Seller to take all commercially reasonable actions (including by causing the Company's Subsidiaries to take all such commercially reasonable actions) which would be necessary for Dometic Sweden to acquire, immediately prior to the consummation of the acquisition of the Company by Buyer from Seller under the Agreement, the Intellectual Property Assets (or any portion thereof) from Atwood;

WHEREAS, Dometic Sweden and Atwood have entered into a Bill of Sale (the "Bill of Sale"), effective as of the Effective Time (as such term is defined in the Bill of Sale) wherein Atwood conveyed, assigned and sold to Dometic Sweden certain intellectual property assets, including registered and common law trademarks and domain names; and

WHEREAS, under the terms of the Bill of Sale, the Parties agreed to enter into this Assignment to memorialize Dometic Sweden's acquisition of all of Atwood's right, title and interest in, to and under the registered and common law trademarks and domain names assigned pursuant to the Bill of Sale, as more fully identified in Exhibit A, attached hereto (the "Transferred Assets").

NOW, THEREFORE, in consideration of the execution of the Bill of Sale and the Agreement, the payment of the consideration stipulated in the Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Definitions. All capitalized terms that are used but not defined herein shall have the meaning set forth in the Agreement.

2. Assignment of Transferred Assets. Subject to the terms and conditions of the Bill of Sale and the Agreement, Atwood, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Dometic Sweden, all of its right, title, and interest in, to or under the Transferred Assets, including any and all goodwill associated therewith, all registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto, all income, royalties, damages and payments with respect thereto earned or accrued following the Effective Time, any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement, misappropriation dilution or other unauthorized use of the Transferred Assets.

3. No Modifications of the Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Agreement, including the warranties, covenants, agreements, conditions and representations contained in the Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Buyer, Seller or the Company set forth in the Agreement.

4. Further Assurances. Dometic Sweden and Atwood hereby agree, at any time or from time to time, at the reasonable written request of the other, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment. Without limiting the foregoing, Atwood shall promptly effect the transfer of the registration of the domain name registrations that are Transferred Assets utilizing the official procedure established by the current registrar of each such domain name registration for transferring the registration of such domain name.

5. Governing Law. This Assignment shall be construed and interpreted according to the Laws of the State of Delaware, without regard to choice of Law and conflicts of Law rules thereof.

6. Execution. This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute but one and the same agreement. Any signature hereupon delivered by facsimile or electronic mail shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

DOMETIC SWEDEN AB

By:  _____

Name: Per Carlsson

Title: Director

By:  _____

Name: Roger Johansson

Title: Director

ATWOOD MOBILE PRODUCTS LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

DOMETIC SWEDEN AB

By: _____

Name: _____

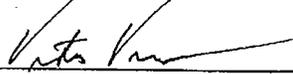
Title: _____

By: _____

Name: _____

Title: _____

ATWOOD MOBILE PRODUCTS LLC

By:  _____

Name: **Victor L. Vescovo**
Managing Director _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

Exhibit A – Transferred Assets

Trademark and Service Mark Registrations and Registration Applications

Name of Mark	Filing Date	Application Number	Status	Registration No.	Registration Date
ATWOOD AIR COMMAND and Design	5/19/14	85/882,540	Registered	4,581,134	8/5/2014
WEDGEWOOD VISION	5/18/2000		Registered	2,535,804	2/5/2002
ULTRA BREEZE	3/23/2012		Registered	4,363,214	7/9/2013
ROBOFOOT & Design	4/25/2014	86/263,102	Pending		
ROBOFOOT	4/25/2014	86/263,148	Pending		
PROTECTOR	10/3/1994		Registered	1,997,527	8/27/1996
LEVELEGS	2/28/2002		Registered	2,843,565	5/18/2004
HYDRO FLAME	1/3/1967		Registered	848,652	5/7/1968
HYDRO FLAME	8/21/1961		Registered	737,911	9/18/1962
HOT and Design	2/10/2003		Registered	2,864,343	7/20/2004
BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	2/28/2002		Registered	2,832,644	4/13/2004
COUPLER Design	1/28/2003		Registered	2,907,630	12/7/2004
EXCALIBUR	2/3/1999		Registered	2,351,548	5/23/2000
ATWOODAIR and Design	11/3/1986		Registered	1,443,019	6/16/1987
ATWOOD - Class 12	12/8/2010		Registered	4,024,199	9/6/2011
ATWOOD - Classes 6, 9 and 11	12/9/2010		Registered	4,062,469	11/29/2011

Name of Mark	Filing Date	Application Number	Status	Registration No.	Registration Date
ATWOOD (Class 12)	11/15/1974		Registered	1,024,172	11/4/1995
ATWOOD (Class 12) - Refile	6/14/1984		Registered	1,323,099	3/5/1985
A and Design	10/29/1963		Registered	774,436	8/4/1964
ATWOOD (Class 11)	4/30/1975		Registered	1,027,869	12/23/1975
A (stylized) - Classes 6, 11 and 12	12/8/2010		Registered	4,350,557	6/11/2013
A (stylized) - Classes 6, 9 and 11	10/4/2010		Registered	4,055,079	11/15/2011
A (stylized)	6/14/1984		Registered	1,366,565	10/22/1985
A (stylized)	11/15/1974		Registered	1,024,171	11/4/1975
A (stylized)	9/20/1965		Registered	832,205	7/18/1967
BRINGS THE OUTSIDE IN...INSTANTLY	02/22/1999		Registered	2,474,889	08/07/2001
CREATE-A-BREEZE	10/19/2000		Registered	2,490,796	09/18/2001
ENDLESS BREEZE	08/27/2001		Registered	2,767,609	09/23/2003
FAN-TASTIC VENT	02/22/1999		Registered	2,477,081	08/14/2001
FAN-TASTIC VENT (Stylized)	02/22/1999		Registered	2,495,337	10/09/2001
FRESH AIR IN THE PALM OF YOUR HAND	01/22/2008		Registered	3,492,091	08/26/2008
POP 'N LOCK	12/12/2007		Registered	3,596,047	03/24/2009
PRO TOW'D and Design	03/13/2002		Registered	2,842,214	05/18/2004
PRO TOW'D	03/13/2002		Registered	2,842,216	05/18/2004