

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winnebago Industries, Inc.		10/13/2015	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Metro Worldwide, L.L.C.		
Street Address:	1817 S. Shore Drive		
City:	Clear Lake		
State/Country:	IOWA		
Postal Code:	50428		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4471677	METRO LINK	
CORRESPONDENCE DATA			
Fax Number:	5152430654		
<i>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.</i>			
Phone:	515-288-2500		
Email:	angiekenin@davisbrownlaw.com		
Correspondent Name:	Angie Kenin/Davis Brown Law Firm		
Address Line 1:	215 10th Street, Ste. 1300		
Address Line 4:	DES MOINES, IOWA 50309		
ATTORNEY DOCKET NUMBER:	METRO/WINNEBAGO		
NAME OF SUBMITTER:	Alexandria Christian		
SIGNATURE:	/alexandriachristian/		
DATE SIGNED:	03/03/2016		
Total Attachments: 3			
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OP \$40.00 4471677

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”), dated as of October 13, 2015 (“Effective Date”), is made by Winnebago Industries, Inc., an Iowa Corporation with a principal place of business at 605 W. Crystal Lake Road, Forest City, IA 50436 (hereinafter “Seller”) and Metro Worldwide, L.L.C., an Iowa limited liability company with its principal place of business located at 1817 S. Shore Drive, Clear Lake, IA 50428 (hereinafter “Buyer”), the purchaser or certain assets of Seller pursuant to the Asset Sale Agreement between Buyer and Seller (the “Agreement”).

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned IP”):

(a) the patents and patent applications set forth in Exhibit D to the Agreement and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth in Exhibit D to the Agreement and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, including all rights and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the Effective Date, upon Buyer’s

reasonable request and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which references is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Iowa, without giving effect to any choice of conflict of law provisions or rule (whether of the State of Iowa or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Winnebago Industries, Inc.

By: S. Scott Degen
Name: S. Scott Degen
Title: VP of Sales & Product Management

AGREED TO AND ACCEPTED:

Metro Worldwide, LLC.
By: [Signature]
Joseph W. Pritchard, Manager

EXHIBIT D

Winnebago Bus Patents

1. PCT/US14/55013 - Modular Window System for Passenger Vehicle, filed: 09/10/2014
Status: currently pending and assigned to Winnebago. First Office Action received: June 22, 2015
2. U.S. App. No.: 14/482,897- Modular Window System for Passenger Vehicle, filed: 09/10/2014
Status: currently pending. National Stage Deadline: March 10, 2016

Winnebago Bus Trademarks

1. "METRO LINK" - U.S. App. No: 85/638,747, U.S. Reg. No.: 4,471,667
Status: registered as of 01/21/2014
2. "ACCESS EXPRESS" Canadian App. No.: 1,710,176, filed: 01/09/2015
Status: currently pending.

All right, title, and interest in and to the following trademarks that were applied-for but subsequently abandoned:

DIRECT

METRO

LINK

METRO DIRECT

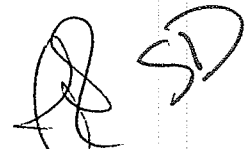
DIRECT

LINK

METRO

METRO DIRECT

METRO LINK



TRADEMARK