

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luverne Truck Equipment, Inc.		02/01/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CURT Manufacturing, LLC		
<b>Street Address:</b>	6208 Industrial Drive		
<b>City:</b>	Eau Claire		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86725012	RETRAC	
<b>Serial Number:</b>	86724132	LUVERNE	
<b>Serial Number:</b>	86724272	LUVERNETRUCK	
<b>Serial Number:</b>	86724438	TUFF GUARD	
<b>Serial Number:</b>	78720308	MEGA STEP	
<b>Serial Number:</b>	72353622	LUVERNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>			
<b>Phone:</b>	612-492-7000		
<b>Email:</b>	ip@fredlaw.com, rgin@fredlaw.com		
<b>Correspondent Name:</b>	David C. West		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	71191.5		
<b>NAME OF SUBMITTER:</b>	David C. West		
<b>SIGNATURE:</b>	/David C. West/		
<b>DATE SIGNED:</b>	03/11/2016		

OP \$165.00 86725012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of February 1, 2016, by **Luverne Truck Equipment, Inc.**, a Minnesota corporation (“Assignor”), in favor of **CURT Manufacturing, LLC**, a Delaware limited liability company (“Assignee”).

Pursuant to an Asset Purchase Agreement (the “APA”) of even date herewith, Assignor has assigned to Assignee, among other assets, the trademarks and trademark registrations set forth on **Exhibit A**, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (“Trademarks”):

(a) Trademarks, trademark applications and trademark registrations set forth on **Exhibit A** hereto, and all extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on **Exhibit A**, the transfer of such applications accompanies, pursuant to the APA, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

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

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to

effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA 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 an 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.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**Assignor:**

**Luverne Truck Equipment, Inc.**

By: 

Name: John M. Schulzetenberg

Title: President

AGREED TO AND ACCEPTED:

**Assignee:**

**CURT Manufacturing, LLC**

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

Name: Thomas Schinella

Title: Chief Financial Officer

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005749 FRAME: 0705**

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**Assignor:**

**Luverne Truck Equipment, Inc.**

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

**Name:** John M. Schulzetenberg

**Title:** President

**AGREED TO AND ACCEPTED:**

**Assignee:**

**CURT Manufacturing, LLC**

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

**Name:** Thomas Schinella

**Title:** Chief Financial Officer

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005749 FRAME: 0706**

**EXHIBIT A  
TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Application / Registration No.</b>	<b>Application Filing / Registration Date</b>	<b>Country</b>	<b>Status</b>
<b>RETRAC</b>	<b>App 86725012</b>	<b>App 14-AUG-2015</b>	<b>U.S.</b>	<b>Pending</b>
<b>Luverne</b>	<b>App 86724132</b>	<b>App 13-AUG-2015</b>	<b>U.S.</b>	<b>Pending</b>
<b>luvernetruck</b>	<b>App 86724272</b>	<b>App 13-AUG-2015</b>	<b>U.S.</b>	<b>Pending</b>
<b>Tuff Guard</b>	<b>App 86724438</b>	<b>App 13-AUG-2015</b>	<b>U.S.</b>	<b>Pending</b>
<b>MEGA STEP</b>	<b>App 78720308 Reg 3299342</b>	<b>App 26-SEP-2005 Reg 25-SEP-2007</b>	<b>U.S.</b>	<b>Registered</b>
<b>LUVERNE</b>	<b>App 72353622 Reg 0916167</b>	<b>App 10-MAR-1970 Reg 13-JUL-1971</b>	<b>U.S.</b>	<b>Registered</b>