

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Timothy J. Dexter		10/29/2013	INDIVIDUAL: UNITED STATES
Westside Research, Inc.		10/29/2013	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tectum Holdings Inc.		
Street Address:	5400 S. State Rd.		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4669411	TRUCK LUGGAGE	
Registration Number:	4345188	TRUCK LUGGAGE	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	248-641-1600		
Email:	troydocketing@hdp.com, palangelois@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	3110-200139-US		
NAME OF SUBMITTER:	Geoffrey D. Aurini		
SIGNATURE:	/gda/		
DATE SIGNED:	04/25/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of the last date below written, is made by and between WESTSIDE RESEARCH, INC., a California corporation located at 4293 County Road 99W, Orland CA 95963, TIMOTHY J. DEXTER, an individual also known as Tim Dexter (individually, each an "Assignor" collectively, "Assignors"), and TECTUM HOLDINGS, INC., a Delaware corporation ("Assignee").

Recitals:

- A. Assignors are the owners of record of the trademarks listed on Schedule A (the "Trademarks").
- B. Assignee desires to acquire all of Assignors' entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignors desire to transfer to Assignee all of Assignors' rights in the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignors do hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance and transfer had not been made.
3. If applicable, Assignors hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
4. This Assignment shall be governed and controlled in all respects by the laws of the State of Delaware, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.
5. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.
6. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Remainder of page intentionally blank; signatures follow.]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the last date below written.

ASSIGNORS:

WESTSIDE RESEARCH, INC.
a California limited liability company

By: [Signature]
Print Name: Timothy J. Dexter
Its: President
Dated: 10-24-2013

[Signature]
TIMOTHY J. DEXTER, an individual also known
as Tim Dexter

ASSIGNMENT ACCEPTED:

ASSIGNEE:

TECTUM HOLDINGS, INC.,
a Delaware limited liability company


By: [Signature]
Print Name: Kelly Kneaf
Its: VP+COO
Dated: 10/29/13

(Signature page to Trademark Assignment)

Exhibit A

Trademarks

United States:

Trademark	Serial or Registration No.	Filing or Registration Date	Owner
	S# 85577375	Filed: 03/22/2012	Westside Research, Inc.
Truck Luggage	R# 4345188	Registered: 06/04/2013	Tim Dexter
Rugged Luggage	S# 85588091	Filed: 04/03/2012	Tim Dexter