

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382770

<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>
Towing Electrical Systems Incorporated		03/31/2016	Corporation: NEVADA
<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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85982942	BLACKBIRD	
<b>Serial Number:</b>	77943670	TRAILER MATE	
<b>Serial Number:</b>	85597143	BLACKBIRD	
<b>Serial Number:</b>	77764007	SMART TRAILER TECHNOLOGY	
<b>Serial Number:</b>	77599532	TRAILERMATE	
<b>Serial Number:</b>	78866298	WELDED ONE-PIECE BALL MOUNT	
<b>Serial Number:</b>	78776689	ONE-PIECE BALL MOUNT	
<b>Serial Number:</b>	78539463	CARGOMATE	
<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>	Rebecca Gin		
<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>	71191.3		

OP \$215.00 85982942

<b>NAME OF SUBMITTER:</b>	Rebecca Gin
<b>SIGNATURE:</b>	/Rebecca Gin/
<b>DATE SIGNED:</b>	05/03/2016
<b>Total Attachments: 5</b> source=Curt Mfg LLC IP Assignment Agreement with Towing Electrical 71191.3#page1.tif source=Curt Mfg LLC IP Assignment Agreement with Towing Electrical 71191.3#page2.tif source=Curt Mfg LLC IP Assignment Agreement with Towing Electrical 71191.3#page3.tif source=Curt Mfg LLC IP Assignment Agreement with Towing Electrical 71191.3#page4.tif source=Curt Mfg LLC IP Assignment Agreement with Towing Electrical 71191.3#page5.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“IP Assignment Agreement”) is made as of March 31, 2016, between Curt Manufacturing, LLC, a Delaware limited liability company (the “Purchaser”), and Towing Electrical Systems Incorporated, a Nevada corporation (the “Seller”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby sells, transfers, conveys and assigns to Purchaser all of Seller’s rights, title and interest in, under and to, all of Seller’s intellectual property listed on Exhibit A, attached hereto.

2. Successors and Assigns. This IP Assignment Agreement will bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

3. Further Assurances. Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other documents and instruments of sale, conveyance, assignment, or transfer, and to take such other lawful actions as may be reasonably requested by Purchaser or its respective successors and assigns to more effectively consummate the assignments contemplated by this IP Assignment Agreement.

4. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment Agreement must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment Agreement, each party hereto (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party hereto waives the right to a jury trial with respect to any dispute related to this IP Assignment Agreement.

5. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (e.g., pdf) will be deemed to be original signed versions of this IP Assignment Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

**PURCHASER:**

**Curt Manufacturing, LLC**

By:   
Name: Thomas Schinella  
Title: Chief Financial Officer

**SELLER:**

**Towing Electrical Systems Incorporated**

By: \_\_\_\_\_  
Name: Donald Thomas  
Title: President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

**PURCHASER:**

Curt Manufacturing, LLC

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

Name: Thomas Schinella

Title: Chief Financial Officer

**SELLER:**

Towing Electrical Systems Incorporated

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

Name: Donald Thomas


Title: President

**EXHIBIT A**  
**Seller Intellectual Property**

**PATENTS**

<b>Application Number</b>	<b>Publication Date</b>	<b>Title</b>	<b>Country</b>
12/260,469	07/30/2009	HITCH BALL MOUNT ASSEMBLY HAVING A BIOMETRIC ENGAGEMENT MECHANISM	U.S.
12/260,457	09/03/2009	WIRELESS VEHICLE TRAILER MONITORING AND CONTROL SYSTEM	U.S.
60/593,099	12/09/2004	TOW HITCH ASSEMBLY	U.S.
61/257,829	11/03/2009	ADAPTIVE VEHICLE-TRAILER SIGNAL CONVERTER	U.S.
12/939,017	11/03/2010	ADAPTIVE VEHICLE-TRAILER SIGNAL CONVERTER	U.S.
61/554,352	11/01/2011	PROPORTIONAL BRAKE CONTROLLER	U.S.
61/720,282	10/30/2012	TRAILER MANAGEMENT SYSTEM	U.S.
13/666,587	11/01/2012	PROPORTIONAL BRAKE CONTROLLER	U.S.
14/067,195	10/30/2013	TRAILER MANAGEMENT SYSTEM	U.S.
61/955,341	03/19/2014	TRAILER WIRING CONNECTOR	U.S.
14/662,885	03/19/2015	TRAILER WIRING CONNECTOR	U.S.

**TRADEMARKS**

<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Country</b>
BLACKBIRD	App 85982942 Reg 4633450	App 13-APR-2012 Reg 04-NOV-2014	U.S.
	App 77943670 Reg 4272581	App 24-FEB-2010 Reg 08-JAN-2013	U.S.

BLACKBIRD	App 85597143 (Intent to Use)	App 13-APR-2012	U.S.
	App 77764007	App 23-OCT-2008	U.S.
TRAILERMATE	App 77599532	App 19-JUN-2009	U.S.
WELDED ONE-PIECE BALL MOUNT	App 78866298	App 20-APR-2006	U.S.
ONE-PIECE BALL MOUNT	App 78776689	App 19-DEC-2005	U.S.
CARGOMATE	App 78539463	App 29-DEC-2004	U.S.