

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391841

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900369629

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baja Designs Incorporated		06/24/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bestop Baja, LLC
Street Address:	333 Centennial Parkway
Internal Address:	Suite B
City:	Louisville
State/Country:	COLORADO
Postal Code:	80027
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4763836	ONXSIX
Registration Number:	4759655	SQUADRON XL
Registration Number:	4763965	BD
Registration Number:	4752056	S2
Registration Number:	4608807	BAJADESIGNS
Registration Number:	4451468	SQUADRON
Registration Number:	4353598	ONX
Registration Number:	4297960	BD
Registration Number:	4447179	CLEARVIEW MULTI-FORM OPTICS
Registration Number:	4447173	HIGH SPEED SPOT
Registration Number:	4447167	COPPERDRIVE
Registration Number:	4354115	USERVICE
Registration Number:	4399044	FINALLY, THE DISTANCE OF AN HID WITH THE

CORRESPONDENCE DATA

Fax Number: 2483644285

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.

TRADEMARK

Phone: (248) 364-4300
Email: awharfield@warnpartners.com
Correspondent Name: Warn Partners, P.C.
Address Line 1: 691 North Squirrel Road
Address Line 2: Suite 140
Address Line 4: Auburn Hills, MICHIGAN 48326

ATTORNEY DOCKET NUMBER: BES-50014

NAME OF SUBMITTER: Philip R. Warn

SIGNATURE: /Philip R. Warn - Reg. No. 32775/

DATE SIGNED: 07/19/2016

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**"), effectively dated as of June 24, 2016 ("Effective Date"), is entered into by and between Baja Designs Incorporated, a California corporation ("**Assignor**") having its principal offices at 185 Bosstick Blvd, San Marcos, CA 92069, and Bestop Baja, LLC, a Delaware limited liability company ("**Assignee**") having its principal offices at 333 Centennial Parkway, Suite B, Louisville, CO 80027. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark registrations listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of the Trademarks pursuant to the terms and conditions of this Assignment and that certain Asset Purchase Agreement between the parties dated as of even date herewith (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademark. Effective as of the Effective Date, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, (i) the portion of Assignor's business to which the Trademarks pertain, together with the accompanying goodwill of the business symbolized by the Trademarks; (ii) all registrations and applications for registration of the Trademarks; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademarks, and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademarks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademarks.

2. Further Assurances. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademarks with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademarks from the Assignor to the Assignee.

3. Warranties. Assignor represents and warrants that Assignor is the exclusive owner of all right, title and interest in and to the Trademarks and it has the authority to enter into this

Assignment and make the assignment in Section 1 hereof; except as set forth on Schedule A, Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademarks, including the right to use the Trademarks; there are no current or effective licenses, pledges, liens, security interests or other encumbrances of or relating to the Trademarks, other than those being released or terminated prior to or on the date hereof in connection with the closing of the transactions contemplated under the Purchase Agreement; and Assignor has obtained all third-party consents, assignments and licenses that are necessary for it to perform under this Assignment. Assignor also represents and warrants that to its Knowledge, the Trademarks do not violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Assignor further represents and warrants that Assignor has disclosed to Assignee all material information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademarks. Assignor is not aware of any actual or alleged infringement by the Trademarks of any third party U.S. trademarks, or of any actual or alleged infringement by any third party U.S. trademarks upon the Trademarks.

4. Assignment Costs. Assignee shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Counterparts. This Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall 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. A facsimile or PDF signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

8. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

BAJA DESIGNS INCORPORATED
a California corporation

By: _____
Print name:
Title:

ASSIGNEE:

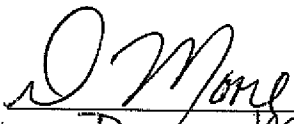
BESTOP BAJA, LLC
a Delaware limited liability company

By:  _____
Print name: Jeffrey Green
Title: CFO

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment effective as of the Effective Date.

ASSIGNOR:

BAJA DESIGNS INCORPORATED
a California corporation

By: 
Print name: Deahne Moore
Title: Secretary

ASSIGNEE:

BESTOP BAJA, LLC
a Delaware limited liability company

By: _____
Print name: Jeffrey Green
Title: CFO

SCHEDULE A

Type of IP	Description	Reg. No.
Trademark	ONXSIX	4,763,836
Trademark	Squadron XL	4,759,655
Trademark	BD	4,763,965
Trademark	S2	4,752,056
Trademark	BajaDesigns	4,608,807
Trademark	Squadron	4,451,468
Trademark	OnX	4,353,598
Service Mark	BD	4,297,960
Trademark	ClearView Multi-Form Optics	4,447,179
Trademark	High Speed Spot	4,447,173
Trademark	CopperDrive	4,447,167
Trademark	uService	4,354,115
Trademark	Finally, the Distance of an HID with the Smoothness of an LED	4,399,044

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