OP \$65.00 86810708

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

v1.1 ETAS ID: TM390087

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baja Designs Incorporated		07/01/2016	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: 2

Property Type	Number	Word Mark
Serial Number:	86810708	PRERUNNER
Serial Number:	86848532	XL 80

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.

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

NAME OF SUBMITTER:	Philip R. Warn	
SIGNATURE:	/Philip R. Warn - Reg. No. 32775/	
DATE SIGNED:	07/01/2016	

Total Attachments: 2

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TRADEMARK REEL: 005827 FRAME: 0295

TRADEMARK ASSIGNMENT

WHEREAS, the undersigned, Baja Designs Incorporated, a California corporation ("Assignor") having its principal offices at 185 Bosstick Blvd, San Marcos, CA 92069, is the owner of the certain trademarks, which are listed on the attached Schedule A (collectively referred to as the "Trademarks").

WHEREAS, Bestop Baja, LLC, a Delaware limited liability company ("Assignee") having its principal offices at 333 Centennial Parkway, Suite B, Louisville, CO 80027, is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which said Trademarks are used and which is symbolized by same, along with the right to recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which same is used and which is symbolized thereby, and all other rights which Assignor has enjoyed thereunder throughout all countries of the world, including any and all rights of recovery based on past infringement of said Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns to the full end of the terms for which the aforesaid Trademark registrations are valid and any renewals of the terms thereof;

IN WITNESS WHEREOF, Assignor had duly authorized officer this day of _July	nas caused this Agreement to be executed by its, 2016.
<u>July , 2016</u> Date	Name: Deanne Moore Its: Secretary

TRADEMARK ASSIGNMENT

Schedule A

Mark Name	Application Date	Application No.
PRERUNNER	11/05/2015	86/810708
XL 80	12/14/2015	86/848532

2 of 2

RECORDED: 07/01/2016

TRADEMARK
REEL: 005827 FRAME: 0297