

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Winfield Consumer Products, Inc.		09/30/2016	Corporation:

RECEIVING PARTY DATA

Name:	Husky Liners, Inc.
Street Address:	5400 South State Road
Internal Address:	c/o Tectum Holdings, Inc.
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1666635	HUSKY LINERS
Registration Number:	2417424	HUSKY
Registration Number:	3402422	HUSKYSHIELD
Registration Number:	3438453	LOGO-READY
Registration Number:	3525421	GEARBOX
Registration Number:	3768680	FOR THE JUNK IN YOUR TRUNK
Registration Number:	4302976	THE MAKERS OF THE ORIGINAL FLOOR LINER
Registration Number:	4568518	X-ACT CONTOUR
Registration Number:	4515049	FIELD VAC
Serial Number:	86126350	VEHICLE ARMOR
Registration Number:	4822778	DO WHAT YOU DO
Registration Number:	5003985	FORMFIT DESIGN
Registration Number:	5003986	FORMFIT EDGE
Registration Number:	5003987	DURAGRIP
Serial Number:	86481499	HORNS UP, DON'T SHOOT!
Serial Number:	87001033	ACTION ACCESSORIES

OP \$415.00 1666635

CORRESPONDENCE DATA**Fax Number:** 6175231231*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:** (617) 570-1000**Email:** MBreault@goodwinlaw.com**Correspondent Name:** Goodwin Procter LLP**Address Line 1:** 100 Northern Avenue**Address Line 4:** Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Joel E. Lehrer
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SIGNATURE:	/Joel E. Lehrer/
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DATE SIGNED:	09/30/2016
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 30th day of September, 2016, by and between Winfield Consumer Products, Inc., a corporation organized and existing under the laws of the State of Kansas and having a usual place of business at P.O. Box 839, 22425 D St., Strother Field, Winfield, KS 67156 ("Assignor"), and Husky Liners, Inc., a corporation organized and existing under the laws of the State of Delaware and having a usual place of business at c/o Tectum Holdings, Inc., 5400 South State Road, Ann Arbor, MI 48108 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby by the execution and delivery of this Assignment, which is a condition to Closing under the Purchase Agreement; and

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, as part of the entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants (if any) contained in the Purchase Agreement.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

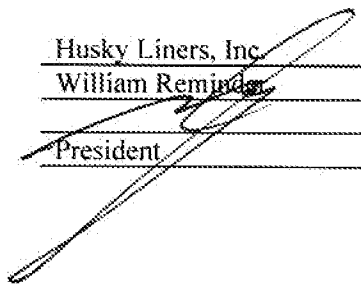
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:	<u>Winfield Consumer Products, Inc.</u>
Name:	<u>Robert D. Tyler</u>
Signature:	<u>Robert D. Tyler, Inc.</u>
Title:	<u>President</u>

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE: Husky Liners, Inc
Name: William Remington
Signature: 
Title: President

Signature page to Trademark Assignment

TRADEMARK
REEL: 005888 FRAME: 0050

Exhibit A

Marks

Mark	Jurisdiction	Application No. Date	Application Date	Registration No.	Registration Date
HUSKY LINERS	U.S.	74139811	2/19/1991	1,666,635	12/3/1991
HUSKY	U.S.	75874325	12/17/1999	2,417,424	1/2/2001
HUSKYSHIELD	U.S.	77018475	10/11/2006	3,402,422	3/25/2008
LOGO-READY	U.S.	77012222	10/3/2006	3,438,453	5/27/2008
GEARBOX	U.S.	77316537	10/30/2007	3,525,421	10/28/2008
FOR THE JUNK IN YOUR TRUCK	U.S.	77611731	11/11/2008	3,768,680	3/30/2010
THE MAKERS OF THE ORIGINAL FLOOR LINER	U.S.	85562964	3/7/2012	4,302,976	3/12/2013
X-ACT CONTOUR	U.S.	85125747	9/9/2010	4,568,518	7/15/2014
FIELD VAC	U.S.	85437898	10/3/2011	4,515,049	4/15/2014
VEHICLE ARMOR	U.S.	86126350	11/22/2013	-	-
DO WHAT YOU DO	U.S.	86126352	11/22/2013	4,822,778	9/29/2015
FORMFIT DESIGN	U.S.	86398336	9/18/2014	5003985	7/19/2016
FORMFIT EDGE	U.S.	86398350	9/18/2014	5003986	7/19/2016
DURAGRIP	U.S.	86398375	9/18/2014	5003987	7/19/2016
HORNS UP, DON'T SHOOT!	U.S.	86481499	12/16/2014	-	-
ACTION ACCESSORIES	U.S.	87001033	4/14/2016	-	-