

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Palm Florida IP AB		07/14/2017	Limited Liability Company: SWEDEN
RECEIVING PARTY DATA			
Name:	Curt Manufacturing, LLC		
Street Address:	6208 Highway 12		
City:	Eau Claire		
State/Country:	WISCONSIN		
Postal Code:	54701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2788504	UWS	
Registration Number:	2460951		
Registration Number:	4568626	UWS	
Registration Number:	4568632	UWS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26562-2-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/05/2017		
Total Attachments: 5			

CH \$115.00 2788504

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of July 14, 2017, is made by NEW PALM FLORIDA IP AB (f/k/a Goldcup 14855 AB) ("**Seller**"), a Swedish limited liability company, located at organizational number 559111-7881, in favor of CURT MANUFACTURING, LLC, a limited liability company duly incorporated and existing under the laws of the State of Delaware ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an IP TRANSFER AGREEMENT between Buyer and Seller dated as of July 14, 2017 (the "**IP Assignment Agreement**").

WHEREAS, under the terms of the IP Transfer Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the Canadian Intellectual Property Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the IP Transfer Agreement, the payment of the consideration stipulated in the IP Transfer Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) any common law rights or unregistered rights associated with the foregoing and all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the IP Transfer Agreement. The terms of the IP Transfer Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the IP Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Transfer Agreement and the terms hereof, the terms of the IP Transfer Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

NEW PALM FLORIDA IP AB

By:



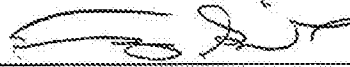
Name: Niklas Ljungstrom

Title: Director

AGREED TO AND ACCEPTED:

CURT MANUFACTURING, LLC

By:



Name: Tom Schinella

Title: Chief Financial Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Reference	Country/Name	Case Status	IP Type	Application No	Filing Date	Registration Date	Registration No	Owner
UWS and design	T3005/US	United States of America	Registered	Trademark	76/468,170	2002-11-07	2003-12-02	2788504	GOLDCUP 14855 AB
Marlin design	T0006/US	United States of America	Registered	Trademark	75/741,749	1999-06-30	2001-06-19	2460951	GOLDCUP 14855 AB
UWS (logo)	T0059/US	United States of America	Registered	Trademark	85/404,794	2011-08-23	2014-07-15	4568626	GOLDCUP 14855 AB
UWS (logo)	T0059/CA	Canada	Registered	Trademark	1534781	2011-07-07	2012-12-04	TMA837,625	NEW PALM FLORIDA IP AB
UWS word	T0076/US	United States of America	Registered	Trademark	85/417,365	2011-09-08	2014-07-15	4568632	GOLDCUP 14855 AB
UWS word	T0076/CA	Canada	Registered	Trademark	1541909	2011-08-31	2012-08-15	TMA829,916	NEW PALM FLORIDA IP AB